Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXIV., No. 38.

The Solicitors' Journal and Reporter.

LONDON, JULY 19, 1890.

CURRENT TOPICS.

THE APPEAL LISTS are in course of being reduced to a condition which will leave at the end of the present sittings few cases undisposed of. After the present week twenty working days only remain before the 13th of August, and not more than fourteen appeals remain on the list of either division of the court.

WE ARE GLAD that Mr. MUNTON'S motion in favour of a conversazione in April was carried. As we have often pointed out, one thing very much needed is to bring the London members of the Incorporated Law Society into closer social intercourse; to afford them, in fact, the opportunities for this which the provincial meetings give to large sections of the country members. The experiment is certainly worth trying, and we believe that the arrangements for the organization of the conversazione may be left with confidence in the hands of the council.

IT WOULD be advantageous if the official referees would make it a rule to frame their reports upon the same lines as the chief clerks of the Chancery judges frame their certificates. On Tuesday last Mr. Justice CHITTY had before him a report which, in the shortest possible terms, expressed that the result of the investigation which had been made would appear upon a certain account. On the account being produced, it had the appearance of a very rough draft, containing many erasures in red ink and sundry fugitive notes by way of remark by the referee, and exhibiting the results of an idle moment in the drawing of a horse's head. Considerable time was wasted in extracting from this document what the finding of the official referee really was. It would have been more simple had the account been annexed to the report, shewing in double columns the items as presented, and the items allowed, and the short result stated in figures in the body of the report.

WHILE ON the subject of referees' reports, especially in cases where the referee directs judgment to be entered, attention should be directed to the necessity for entering judgment at the earliest possible moment after the report is filed, as until judgment is entered the report has no operation to bind the property of a party to the action. A reference to R. S. C., ord. 41, r. 4, will shew the importance of this suggestion, as it is there provided that the entry of judgment dates on the day on which the requisite documents are left with the proper officer for the purpose of such entry, and the judgment only takes effect from that day.

THOSE WHO, two years ago, attended the Newcastle meeting of the Incorporated Law Society and enjoyed Mr. CLAYTON'S hospitality at the Chesters, will learn with regret the news of his death. We believe we are right in saying that at the time of his death, in his ninety-ninth year, he was the oldest solicitor in England, and he was certainly not one of the least remarkable. His father

and himself held office as town clerks of Newcastle for over seventy years, and the period of the late Mr. CLAYTON'S tenure of office covered the development of the railway system and the rise of Newcastle to its present position. In both he seems to have taken a prominent part. According to the testimony of an old inhabitant, "it was JOHN CLAYTON practically who made Newcastle"—that is, it was his counsel, and also, probably, the sinews of war which he was able to provide, which enabled the founders of the modern Newcastle to carry out their operations. He was well known as an antiquary, and Dr. Bruce dedicated to him the third edition of his "Roman Wall," remarking of Mr. CLAYTON:—"On whose estates the most extensive and the most interesting remains of the Roman Wall are to be found, and who, by the care which he has exercised in preserving them, and the skill and liberality with which he has conducted those explorations which were necessary to their due development, has laid the lover of his country's history under the greatest obligations."

WE PUBLISH elsewhere the annual register of attendances of members of the Council of the Incorporated Law Society. As usual, Mr. PENNINGTON heads the list with 35 attendances at council meetings and 131 attendances at committees—an aggregate of 166 attendances. There is a diminution of 12 attendances from his last year's aggregate, which we may surmise to be due to the fact that 12 fewer meetings have been held. As usual, also, Mr. LAKE is only just behind the treasurer with 34 attendances at council meetings and 129 attendances at committees—an aggregate of 163 attendances. The president comes in a good third, with an aggregate of 148 attendances; but there is no other member with an aggregate of three figures, though Mr. HUNTER and Mr. ROSCOE come close to it. The list is interesting as shewing that some of the busiest men in England are also the most assiduous in attention to the interests of their profession. But it should be added that, although the council would be in somewhat poor case if deprived of the staunch band of frequent attendants, the value of a member is not necessarily to be measured by the figure he cuts in this list. There are men with special knowledge, position, and influence whom it is in the highest degree desirable to have in intimate relation with the leading representative body of the profession, although they may not take much part in the ordinary work of the council.

THE NEW CLAUSE proposed by the Incorporated Law Society for insertion in wills to avoid the great expense of ascertaining the relative values of real and personal property for the purposes of the Inland Revenue Act, 1888, s. 21, in the common case where the testator directs his real and personal estate to be converted and his debts, legacies, funeral and testamentary expenses to be paid out of the proceeds of conversion, is the following:—

"I direct that all legacies given by this my will or by any codicil hereto shall be paid primarily out of my personal estate, in exoneration, as far as may be, of the proceeds of sale of my real estate."

When this form is used it will still be necessary, unless the amount of personalty is sufficient for payment of the testator's debts, funeral and testamentary expenses, and legacies, to go to the expense of ascertaining the relative value of his real and personal property. It must be remembered that debts and funeral and testamentary expenses must be paid before the legacies, and, except in the case just mentioned, it will be necessary to apportion the burden of these payments between the real and personal property for the purpose of seeing whether there remains sufficient personalty to satisfy the legacies. It has, therefore, been suggested (see the form 2 Key & Elph. Comp. 3rd ed., 739 (ix)) to add a direction that the debts, funeral and testamentary expenses, shall be paid out of the proceeds of conversion of real estate in exoneration of the personalty. It must, however, be remembered that if this is done the amount of the debts cannot be deducted for the purposes of probate duty. The propriety, therefore, of inserting this provision must depend on the circumstances of the case. It may, perhaps, be added that, as property given to the testator's widow is not liable to succession duty, it appears proper in all cases to direct that a legacy or annuity to her should be paid primarily out of the proceeds of conversion of the real estate, in exoneration of the personal estate.

WE CONFESS we do not see that any difficulty arises owing to the difference, alluded to by our esteemed correspondent Mr. MUNTON in a letter printed elsewhere, between the investments authorized by the General Order of November, 1888, and by the Trust Investment Act, 1889. The reason why trustees are permitted to invest in the investments mentioned in that order is, not merely that the order and previous Act authorize them to do so, but also that the Act of 1889 authorizes them to invest in the investments for the time being authorized for cash under the control of the court. Reading, therefore, the order into the Act of 1889, we find that trustees have two different powers: one a power to invest in debentures of a railway company which has "during each of the ten years last before the date of investment paid a dividend of not less than three per cent. per annum on its ordinary stock." This power is conferred by statute, and no general order can prevent trustees from acting under it. The other power, which is conferred by the joint effect of the Act and the order, is a power to make similar investments where "*a* dividend" has been paid. The rule-making authority can at any time alter the order. Probably the true way of looking at the two powers is this: Parliament has prescribed by statute certain investments that it considers not only safe, but likely, for a long time to come, to remain safe. But bearing in mind that, from time to time, other investments may be safe, and afterwards become unsafe, Parliament has, in effect, empowered the rule-making body, from time to time, to authorize other investments, always bearing in mind that, however cautious the rule-making authority may become, it cannot prevent trustees from making those investments which are directly authorized by statute. In other words, the investments authorized by the joint effect of the statute and general order are in addition to those authorized by the statute alone. It is quite impossible that there can be any conflict between the statute and the order, the authority of the latter to protect trustees being, as we have already pointed out, derived from the statute itself. As to the other point raised by our correspondent, as to the meaning of "ordinary stock," words in an Act of Parliament must, as in any other document, be taken in their ordinary meaning. We should have thought that the distinction between preference and ordinary stock was perfectly well known. If the view hinted at by our correspondent is to prevail, all that a dishonest railway company, wishing to enable trustees to invest in its debentures, will have to do, will be to pay no dividends at all on its ordinary stock for several years, and then to urge that its "preference" is, in fact, its "ordinary" stock.

IT IS STATED that Mr. HASTIE intends to test the question as to whether Mr. G. B. GREGORY is qualified to remain a member of the Council of the Incorporated Law Society. The question to be decided is really whether Mr. GREGORY or Mr. HASTIE is to sit in the council. For if Mr. HASTIE'S contention should be held by the court to be correct, he would become a member of the council, as there would then be only eleven candidates for the eleven vacancies on the council. As the matter is to be litigated, we do not desire to express an opinion upon the decision, but we may indicate the points on which the controversy is likely to turn. The charter of the society provides (clause 1) that it shall be composed of attorneys, solicitors, or proctors practising in the United Kingdom, or writers to the signet in Scotland, or any such persons who shall have practised and shall have voluntarily retired from practice (not being barristers) as shall from time to time be elected members of the society. The charter also provides (clause 8) that, for the better government of the society and the management of its concerns, there shall be a council elected from such among the members as shall be attorneys, solicitors, or proctors practising in England. This clause apparently only refers to the qualification to be possessed by a member at the time of his election on the council, and it might be argued that there is nothing in the clause to say that, in order to remain a member of the council, he must continue to take out his certificate. A bye-law of the society, however, provides that every vacancy in the council occasioned by retirement in rotation, or by death, resignation, disqualification, or removal, shall be filled up at the same or the next annual general meeting. It is doubtful what the disqualification here referred to means, but it may be that it is the discontinuance of practice, which, again, may mean the dis-

continuance of the annual certificate. The 12th section of the Solicitors Act, 1874 (37 & 38 Vict. c. 68), provides that, for the purposes of that section, a person shall be deemed to be duly qualified to act as an attorney or solicitor if he shall have in force at the time a duly-stamped certificate authorizing him so to do; and it is open to argument that a solicitor who takes out his annual certificate is a practising solicitor, even though he may do no work, or very little work, as a solicitor, either involuntarily, owing to the lack of clients, or voluntarily, through leaving all the work to his partners, or through limiting his work (where he has no partners) to occasional services as a solicitor for an old client or institution. Whatever may be the decision upon the legal point, we think there can be but one opinion as to the lack of gratitude shewn in raising the question in the case of Mr. GREGORY. He has been a member of the council since 1863, and has, therefore, served the society for twenty-seven years, during sixteen of which, from his place in Parliament, he paid assiduous attention to the interests of the society and the profession at large.

THE DIRECTORS' LIABILITY BILL is likely to leave the House of Lords in a form in which Mr. WARMINGTON will not recognize it. In the House of Commons, apart from considerable re-arrangement, the chief change introduced related to the mode of recovering damages. The original proposal was that the directors and other persons responsible for the issue of prospectuses should be deemed to warrant their statements to be true, and that shareholders should be entitled to recover damages as though the warranty had been contained in a contract for the sale of the shares. In its present form, this machinery is dropped, and the Bill imposes directly upon the same persons a liability to pay compensation to shareholders "for the loss or damage they may have sustained by reason of any untrue or *misleading* statement in the prospectus or notice, or in any report or memorandum incorporated therewith or referred to therein." A director may, indeed, escape liability, but, in order for him to do so, a multifarious burden of proof is cast upon him. In the first place, he may prove that he had not consented to be director, or had withdrawn his consent before the issue of the prospectus or notice. Failing this, he must distinguish between statements which are, and those which are not, made on the authority of an expert. As to the latter, he can only avoid liability if he can prove (1) that he had made reasonable inquiry into the statement; (2) that he had reasonable ground to believe the same to be true, and not misleading; and (3) that he did so believe, and continued so to believe up to the time of the allotment of shares. As to any statement made on the authority of an expert, he must prove (1) that it was a true and fair statement or extract from the expert's report; (2) that he had reasonable ground for believing that the report was made in good faith, and that the expert was competent to make it; and (3) that he did so believe, and continued so to believe, up to the time of allotment of shares. Putting aside the new word "misleading" which, after the criticism of Lord HERSCHELL and the Lord Chancellor, is certain to be rejected as superfluous, the gist of all this is, that a shareholder, by simply proving that a statement is untrue in fact, and that he has thereby incurred loss, throws upon all persons named as directors in the prospectus and an undefined number of persons responsible for its issue a *primâ facie* liability to compensate him, and the burden then lies upon them of escaping this liability by proof of the above particulars. Of course this is going very much further than bringing back the law to what it was before the decision in *Peek* v. *Derry*. As to the exact effect of that decision there may be some little doubt. It is usual to say that it established that actual fraud is essential in order to make a director liable, but at the same time actual fraud, according to Lord HERSCHELL, is held to exist whenever a false statement has been made "recklessly, careless whether it be true or false." What, however, the same authority now, as a legislator, professes himself to be ready to do, is to re-establish the law as formerly applied in the Chancery Division and in the Court of Appeal. The only part of the Bill which he is willing to support is the principle that "if a person, putting forward untrue statements with the view of inducing others to invest their money in any undertaking, makes those untrue statements without reasonable grounds for believing them to be true, that person ought to be held responsible to those who have suffered through believing his statements to be true," and this is exactly the rule laid down by COTTON, L.J., in *Peek* v. *Derry*.

ALL THE REST of the Bill was described by Lord HERSCHELL as mere detail and machinery, and he seems to have treated very lightly the manner in which the burden of proof, as to all matters of excuse, is shifted on to the directors. Surely he underrated the difficulty which this will often raise in the case of directors who from any reason, such as incapacity or death, are unable to give affirmative evidence with regard to their examination of, and belief in, every matter of fact contained in their statements. But whether all this is mere "detail and machinery" or not, he intimated his intention to deal with it with a free hand, and the same course was taken by all the other law lords, the Lord Chancellor, Lord BRAMWELL, and Lord ESHER, who took part in the debate. It may somewhat startle the promoters of the Bill to find the two former both protesting that, even if it had been already in force, the decision in *Peek* v. *Derry* would have been just the same. But that is only in keeping with the mystery which surrounds the case. It has never been clear how, even upon the law as laid down by Lord HERSCHELL, the defendants escaped liability. But how to let them escape under the present Bill, with the necessity which it imposes of proving actual examination into each statement and actual belief in it at the time of allotment, would be a puzzle the House of Lords themselves might find it difficult to solve. Probably the best thing to do with the Bill will be to drop the elaborate enunciation of grounds of non-liability, as well as the distinction in the case of statements made on the authority of experts, and enunciate in a short form the principle laid down by Lord HERSCHELL. This would place the courts in just the same position as they were in till recently, and would leave them to ascertain who is responsible for each statement. If the House of Lords try to devise new machinery for the working out of the principle, the probability is that Mr. WARMINGTON and his friends will find an opportunity of exercising a good deal of retaliatory criticism. All that is really wanted is to obtain legislative sanction for the principle enunciated by Lord CHELMSFORD in *Venezuela Railway Co.* v. *Kisch* (L. R. 2 H. L. 99), that the utmost candour and honesty ought to characterize the statements of those who have sole cognizance of the facts upon the basis of which they invite the co-operation of the public, and the application of the principle will be the safer the less the courts are fettered by minute regulations.

IN THE CASE of *Barker* v. *The Fleetwood Improvement Commissioners*, the Court of Appeal have decided—and very naturally—that the mere fact of a solicitor suing in the High Court, when the action might have been brought in the county court, is not in itself such proof of negligence as to disentitle him to recover his costs. In the particular instance the suit seems to have been disastrous enough. A sum of £34 was to be recovered for work done by the defendants under the Public Health Act, 1870, in respect of certain property. The owner of the property had mortgaged it, and the mortgagee was in possession, but the demand for the money was made to the mortgagor, and served on the premises. Hence difficulties arose, and an action brought by the plaintiff, on behalf of the defendants, in the Chancery Court of Lancaster, after a hearing of four days, was decided against them. The costs amounted to £580, of which £244 were due to the plaintiff, and this latter sum they declined to pay, on the ground that the action was one which might have been brought in the county court. The present action, which he then instituted to recover the amount, was tried before CHARLES, J., who found that there was no negligence, and decided in his favour. Of course, if it is clear that an action brought in the High Court can in no event carry costs, then it is negligence in the solicitor to bring it there unless his client, with a full knowledge of the consequences, so instructs him, and this seems to be all that can be gathered with certainty from *Lee* v. *Dixon* (3 F. & F. 744). But where the jurisdiction of the High Court and the county court is concurrent, there may be various reasons which make it advisable to sue in the former even though the costs incurred would be less in the latter. As BOWEN, L.J., said, regard must be had to the nature of the case and the reasonable prospect of success. In the present instance the action related to a charge on real property, and but for the original error

would probably have been easily won. Moreover, the costs were incurred by reason of the solicitor not having foreseen the difficulties that would arise. This want of foresight, however, was not negligence, and so the Court of Appeal, upholding Charles, J., decided.

In the case of *Re Smith, Ex parte Hepburn*, upon which we commented when it was decided by Cave, J. (*ante*, p. 500), the Court of Appeal have dissipated completely the idea that a mortgagee of leaseholds by sub-demise can get rid of his liability to take a vesting order under section 55, sub-section (6), of the Bankruptcy Act, 1883, by assigning to a man of straw who is to take as trustee for him. The purport of the section is that a mortgagee by demise from the bankrupt is not to avail himself of it so as to get the benefit of the bankrupt's estate, unless he is willing also to accept the burden of his obligations. Consequently, as a discretion is vested in the court with regard to making any order at all, this, according to Cave, J., would only be exercised if the mortgagee were actually willing to assume liability, and so carry out the object of the section. But the Court of Appeal have dealt with the matter still more decisively by holding the assignment to the proposed trustee to be in itself merely a device to defeat the statute, and therefore invalid. The whole transaction, consequently, was treated as altogether void, and the mortgagees were in the same position as if the assignment had not been made. The day seems to have gone by when conveyancing devices can defeat the intention of statutes, or, at any rate, not in this way can mortgagees by sub-demise preserve the freedom from liability which the form of their mortgage originally gives them.

A warning to solicitors was administered by Mr. Justice Chitty on Tuesday last when he disallowed the costs of a gentleman concerned for a plaintiff on the ground that he was not in attendance when his case was called on, and had not previously left any papers for the use of the court. The learned judge was suffering from the misfortune of finding at the sitting of the court that the first case in the paper could not be heard by reason of the leading counsel, who was in the middle of his reply, being unexpectedly called away to attend at the Privy Council, and that the whole of the day's paper was then called without any member of the bar being present to argue a single case. Although experiencing much annoyance, the learned judge waited until the lagging ones appeared and business could be proceeded with. When the fourth case in the paper was called on, it seems to have operated as a "last straw," and to have moved even this even-tempered and patient judge to exercise his undoubted power of disallowing costs. But the sufferer in this instance has no one but himself to blame.

"ONCE A MORTGAGE ALWAYS A MORTGAGE."

In the case of *Marquis of Northampton* v. *Pollock*, reported elsewhere, the Court of Appeal have affirmed by a majority (Cotton and Lindley, L.JJ., Bowen, L.J., *diss.*) the decision of North, J., upon which we commented at the time when it was given (*ante*, p. 263). The result illustrates the strictness with which the courts apply the rule that no fetter is allowed on the equity of redemption in mortgaged property, extending it to the case where the property itself has never, previously to the mortgage, belonged to the mortgagor, and has, indeed, only been created for the purposes of the mortgage and under the terms of a special contract. In 1879 an insurance company, for whom the defendants were trustees, advanced the sum of £10,000 to Earl Compton, the eldest son of the plaintiff. The primary security for this was a mortgage given by the earl upon his reversionary interest in certain Scotch estates, but as the interest was contingent upon his surviving his father, the possibility of this event not happening had to be provided for, and an agreement was entered into by which the earl's life was to be insured against that of his father for the sum of £34,500. For this purpose a policy was to be taken out in the insurance company in the names of their trustees, and the company were to pay the premiums for the first five years. After that it was contemplated that the earl would pay them himself, but, in the event of his failure to do so, they were authorized to continue the payments, and he expressly bound himself to repay the premiums in addition to the loan and interest. The original agreement with regard to the creation of the policy provided that, in the event of his paying to the company the whole sums due to them in the lifetime of his father, they were to assign to him the policy, while, in the event of his death within the same period, the company, after paying themselves out of the policy moneys, should hand over the excess to his representatives. In this latter point, however, the agreement was subsequently altered, and it was provided that, in the event of the death of Earl Compton before his father without repayment of the mortgage debt, the policy and the sums thereby secured should belong absolutely to the company.

As to the general rule of equity expressed shortly in the phrase "once a mortgage always a mortgage," there is, of course, no doubt, and no doubt was hinted by Lord Justice Bowen in the dissentient judgment which he delivered. The rule was recognized in *Howard* v. *Harris* (1 Vern. 190) and *Jennings* v. *Ward* (2 Vern. 520), in 1683 and 1705 respectively, and has repeatedly been acted upon. Moreover, the creation of policies in the interest of creditors, in order to insure them against the death of the debtor before he has paid his debt, is a matter of common practice, and it is well settled that where the premiums are to be charged to the debtor, even though the policy is taken out in the name of the creditor, the estate of the debtor is entitled to any surplus there may be after satisfaction of the debt. In *Lea* v. *Hinton* (5 De G. M. & G. 823) one of the makers of a joint and several promissory note, who was a surety for the other, effected an insurance on the life of the latter, with his privity and concurrence, for an amount equal to that secured by the note. The principal debtor died, having appointed the surety his executor, and the latter received the insurance money. The testator's estate was sufficient to pay the debt, and the surety did in fact satisfy the debt out of it, claiming to keep on his own account the insurance money in respect of which he had himself paid the premiums. The Court of Appeal (Knight-Bruce and Turner, L.JJ.) held, however, that so much as was not required to protect or indemnify himself must go towards payment of the debt in relief of the estate. Although no surplus was in question, this was a decision, of course, that the benefit of the policy belonged to the debtor. In *Morland* v. *Isaac* (3 W. R. 397, 20 Beav. 389) the rule was based more distinctly upon the fact that the debtor was liable to the payment of the premiums. There a creditor insured the life of his debtor in his (the creditor's) own name, and in accounts rendered he charged the debtor with premiums, although they were never paid by him. Under these circumstances Romilly, M.R., considered that the debtor during his life could have required an assignment of the policy on payment of the debt and premiums, and that the same right existed in favour of his representatives after his death. Consequently they were entitled to the produce of the policy after allowing for these amounts. In *Drysdale* v. *Piggott* (4 W. R. 773, 8 De G. M. & G. 546), a slight variation occurred. The debtor paid two premiums himself and then the creditor had to keep them up. This circumstance was relied upon as shewing that the debtor had abandoned the policy, and Romilly, M.R., held that it had such an effect. His decision, however, was reversed in the Court of Appeal, where it was said by Knight-Bruce, L.J., that a creditor, who chooses to preserve a pledge, preserves it for the benefit of the owner, subject to his lien for the debt and for the expenses incurred in preserving it. It appears to have been conceded on behalf of the creditor that though the policy was taken out in his name, yet originally it belonged in equity to the debtor. Finally, all these cases were discussed by Stuart, V.C., in *Courtenay* v. *Wright* (9 W. R. 153, 2 Giff. 337), and he deduced from them the rule that where the relation of debtor and creditor subsists, and the evidence of the real nature of the transaction shews that the policy was effected by the creditor as an indemnity, then, if the expense of keeping up the policy falls substantially on the debtor, he is, on a principle of natural equity, entitled to delivery of the policy on payment of the debt. In that case the policy was taken out in the name of the creditor and the premiums were paid by the creditor, but the debtor was bound by covenant to repay them. Consequently the burden of them must sooner or later fall upon him, and the Vice-Chancellor considered that the above rule was simply an application of the maxim, "*Qui sentit onus sentire debet et commodum.*"

Judged by the light of these decisions—and BOWEN, L.J., made no attempt to controvert them—the present case does not seem to present any special difficulty. If the policy had been taken out by the insurance company in some other office, all the elements necessary for a decision in favour of the debtor's estate would have been present. There was the relation of debtor and creditor, the policy was taken out by the latter as an indemnity, and the premiums were chargeable against the debtor. The equitable interest in the policy would have been in him, and he would have been entitled to call for an assignment at any time on payment of principal, interest, and premiums. His interest would have been, therefore, an equity of redemption, and would have fallen within the general rule preventing any fetter from being imposed upon it. This being so, it seems to be immaterial that the risk of the policy was taken by the insurance company themselves. To cover this they took also the premiums, which, in the event that has happened, are payable out of the policy moneys, and, if the earl had survived his father, would have been payable out of the Scotch estates. The agreement, therefore, which in the former event gave the policy absolutely to the company, was, according to the settled rule of equity, void, and it is not necessary to rely upon the circumstance adverted to by LINDLEY, L.J., that, while securing the benefit of the policy for the company, it appeared to leave the estate of Earl COMPTON still liable for the loan, interest, and premiums.

The objection taken by BOWEN, L.J., that the transaction with regard to the policy was not one of mortgage, but a wagering and speculative bargain intended to replace a mortgage which, in the event which happened, became defunct, is hardly borne out by the facts and by the law deducible from the above cases. The policy and the mortgage formed, in reality, one continuous security by which the insurance company was to be saved from loss in any event, for, of course, the risk of having to pay the policy moneys was, as just pointed out, covered by the premiums, and had nothing to do with the risk of losing the £10,000. While the earl's father was living their security was the policy: after his death their security was to be the mortgage. In no way, except thus as to succession in point of time, was the policy connected with the mortgage, and it is curious to see suspicion thrown upon the reality of the mortgage of the policy because the mortgage of the land never took effect. Treating, then, the policy by itself, we have the ordinary case of a policy taken out by the creditor for his own indemnity but at the debtor's charge, and as to this we have shewn that there is abundant authority. Another point was taken by Lord Justice BOWEN—that the charging of premiums to the debtor simply raises a presumption that the policy is meant to be his, and that this can be rebutted by proof of express intention to the contrary. But surely in such a case there is more than a presumption, and the fact that he is chargeable with the premiums immediately vests the equitable interest in him. Indeed, the agreement recognized his right to call for an assignment during his life, and all that the clause in question proposed to do was to deprive his estate of this right, or of its equivalent, the right to the policy moneys, after his death. In other words, he was recognized as having an equity of redemption, but in certain events it was to cease. This seems to be a pretty clear attempt to evade the law. Every policy of insurance represents, indeed, to a certain extent a speculative and wagering bargain, but in the present case it was created in the course of the regular business of the company, and was no more open to this objection than any of the rest of their policies. Upon its creation it became the subject-matter of the security which was held by the company, and upon which they relied until the mortgage of the land became operative. It is difficult to see, then, how it could avoid the ordinary incidents of such securities, and how even the express agreement of the parties could be allowed to impose a fetter upon the right of the debtor or his representatives to redeem it.

*** We regret that pressure on our space again compels us to hold over several reviews.

Sir Thomas Chambers, Q.C., the Recorder of London, has, says the *Times*, given authority for stating, in reference to persistent rumours as to his approaching retirement, that he has no intention whatever of vacating the position which he has held for the last twelve years. Although in his seventy-sixth year, he suffers, he states, from none of the inconveniences which generally accompany advanced years.

LIABILITY FOR NOT MOWING THISTLES.

IT has always appeared to us that a certain interest attaches to questions of law dealing with the more elementary conditions of human life, which is apt to be wanting in cases concerning the artificial creations of our commercial or political system. The recent case of *Giles* v. *Walker* (24 Q. B. D. 656) affords, we think, a curious illustration of the kind of question to which we refer. The facts were these. The defendant, a farmer, occupied land, which had originally been forest land, but which had, some years prior to the defendant's occupation of it, been brought into cultivation by the then occupier. The forest land, prior to cultivation, did not bear thistles; but, after it had been brought into cultivation, thistles sprang up all over it. The defendant did not periodically mow the thistles so as to prevent them from seeding, and in the years 1887 and 1888 there were thousands of thistles on his land in full seed. The consequence was that the thistle seeds were blown by the wind in large quantities on to the adjoining land of the plaintiff, where they took root and did damage. The plaintiff sued the defendant for such damage in the county court. The judge left to the jury the question whether the defendant, in not cutting the thistles, had been negligent. The jury found that he had, and judgment was, therefore, given for the plaintiff. The defendant appealed, and the Divisional Court (Lord COLERIDGE, C.J., and Lord ESHER, M.R.) allowed the appeal. The argument employed for the plaintiff was that the defendant's predecessor in title, by altering the natural condition of the land, had created a nuisance, as much as if he had intentionally grown the thistles there; and that the defendant, having entered into the occupation of the land with a nuisance upon it, became subject to a liability to prevent damage from thereby accruing to his neighbour. This argument is ingenious, but it does not seem to have much affected the minds of the learned judges, who promptly gave a somewhat laconic judgment to the effect that such an action had never been heard of, and that there could be no duty as between adjoining occupiers to cut the thistles, which were the natural growth of the soil.

In this, as in many other such cases of alleged tort, it is easier to arrive at a conclusion than exactly to formulate the principle upon which such conclusion is based. One feels instinctively that the liability which was suggested in this case is of too sweeping a nature, but one also feels that expressions have been sometimes used to formulate a liability with regard to matters of this kind that are capable of a plausible application to the case. The principle upon which the argument for the plaintiff professed to be based appears to be that of which the well-known decision in *Fletcher* v. *Rylands* (L. R. 3 H. L. 339) is a leading illustration—viz., that, where an occupier of land has altered the natural state of things, and so brought or caused to exist upon his land something which, if it escapes, will be likely to do mischief to a neighbouring owner's property, he is bound to keep it in and prevent its doing such mischief. But it seems to us that the argument rather begged the question when it assumed that the defendant's predecessor in title had created the nuisance as much as if he had intentionally grown the thistles on the land. What might have been the result if he had intentionally done so it is unnecessary to discuss. The question we wish to consider is whether he can be said to have caused the thistles to exist on his land within the meaning of the principle to which we have alluded.

We admit that the bringing of the something in question, or causing it to exist, on the land, need not, for the purposes of this principle, be by direct action, provided it be the sufficiently proximate result of the defendant's action, or the action of those with whom he is in privity. It may be that, if I make an excavation in my land, so situated that the natural and necessary consequence is that water comes into it in such quantities that, if it escapes, it will do mischief to my neighbour, I am responsible for preventing its escape. But can it be said that, in this sense, the defendant's predecessor brought the thistles on his land? The thistles came on the land, we suppose, by the action of the winds blowing thistledown, possibly from remote quarters, upon it. It is apparently a very incalculable matter to what extent this may or may not take place. A chain of natural causes intervenes between the acts of clearing and cultivating the land and the growth of the thistles. No doubt the defendant's predecessor in title did that without which the thistles could not have sprung

up, but, though, therefore, in a scientific sense he may be said to have caused the thistles to exist on the land, it does not follow that he did so in the requisite legal sense. We hardly think that the growth of the thistles on the land was such a direct and necessary consequence of bringing the soil into cultivation as to enable it to be said that he brought or caused the thistles to exist on his land within the meaning of the principle in question. This seems to us to distinguish the case from *Crowhurst* v. *Amersham Burial Board* (4 Ex. D. 5), where yew trees were planted by the defendants upon their land, which, growing over the boundary, were browsed by the plaintiff's horse and poisoned him. The case is not like that which we suggested, where a person having made an excavation on his land, by the necessary operation of gravity water finds its way into such excavation. Again, another consideration arises. Can the defendant's predecessor in title be said to have altered the natural state of things on his land in the sense in which the expression is usually employed in this connection? We doubt whether an ordinary and reasonable user of land, such as bringing it into cultivation, can be said to be such an alteration.

The law with regard to the rights and liabilities of owners of adjacent land *inter se* must be based to some extent upon a balance of expediency and convenience as between conflicting interests. It is obvious that there are many usual and reasonable modes of dealing with land which in one sense alter the natural state of things and may cause consequential damage to an adjoining owner, but are, nevertheless, not actionable. The draining of land in the ordinary course of agriculture may prejudicially affect others, but they have no right of action for the interference with the water which does not flow in a defined channel; and many other such instances might be given. It has always seemed to us that the basis of law on such matters must be sought in considerations of practical expediency as applied to the exigencies developed by human life, rather than any theoretical formula. There are certain obvious and important matters in respect of which the law recognizes the right of the landowner to protection against the effects of an alteration of the natural state of things by a neighbour —*e.g.*, the flow of water in a natural stream, the support of one piece of land by another, and such like. It is obvious that, if such rights were not recognized, the state of the owners of adjacent lands would really be one of internecine warfare. Such a state of things would not be for the interest of the community at large. But, if there were any general principle to the effect that any alteration of the natural state of land by a proprietor, which, however remotely, and with however many intermediate natural steps, occasioned damage to another proprietor, was actionable, too great a restriction of the *primâ facie* incidents of proprietorship would be involved without a corresponding benefit to the community. The use of land for the purpose of cultivation is one of the most ordinary and natural incidents of ownership. It does not seem to us to constitute such an alteration of the natural state of things that the person so using the land ought to be responsible for any damage thereby indirectly occasioned to a neighbour, as in the case we are discussing, by the growth of thistles. Such damage appears to us to be eminently in the nature of what the law terms *damnum absque injuriâ*.

CORRESPONDENCE.

TRUST INVESTMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The co-existence of an Order of Court with a statutory authority for investment of trust funds is more or less inconvenient at the best, but when they stultify each other it becomes serious. On several occasions recently I have had a colloquy with members of the Stock Exchange as to the selection of railway debenture stock. The last Order of Court (1888) prescribes that trustees not otherwise prohibited may accept debenture stock where a dividend has been paid on the ordinary stock for the last ten years, whereas the Act of 1889 limits such debentures to those railway companies who have for that period paid a minimum *three per cent.* dividend on the ordinary stock. The statute not only does not supersede, but confirms the order. Probably some of your readers have had to consider this difference, it being well known that the prices of several debenture stocks within the scope of the order are much less than those limited by the Act. I understand from the author of one of the best known guides to trustees that he is unaware of any case in which these variances have been judicially considered.

One may perhaps just remark that the expression "ordinary stock" as used in the Act is a somewhat vague and relative term, as there are many railways which pay dividends on their preference stocks though unable to do so on the ordinary stock; for example, the Chatham and Dover never has paid, and probably never will for a long period pay, anything on its overweighted ordinary stock, though it pays nearly its full dividend on what is called its 4½ per cent "preference stock," which is practically the ordinary stock of the company limited to 4½ per cent., the real ordinary stock being, so to speak, "deferred." This point, however, is strictly beyond the scope of the present letter, though it is proposed to discuss it elsewhere when occasion offers. FRANCIS K. MUNTON.

95A, Queen Victoria-street, E.C., July 14.

CASES OF THE WEEK.

Court of Appeal.

PINK *v.* FLEMING—No. 1, 15th July.

MARINE INSURANCE—CAUSA PROXIMA—DAMAGE CONSEQUENT ON COLLISION—DELAY.

This was an appeal from the decision of Mathew, J. The action was brought on a policy of marine insurance effected on a cargo of oranges and lemons from Messina to London in the ship *Dithmarschen*. The policy contained the following clause:—"Warranted free from particular average . . . unless . . . damage be consequent upon collision with any other ship." The *Dithmarschen* sailed from Messina on the 18th of January, 1888. On the 24th of January she came into collision with the *Suez*, and was obliged to put into Lisbon for repair. It was then found that the fore part of the vessel was so injured that it would be necessary, in order to carry out the repairs, to tranship part of the cargo, and this was accordingly done into lighters, all possible care being used. On the repairs being finished the fruit was reloaded and the *Dithmarschen* proceeded to London. The delay at Lisbon had been twenty-nine days, and on her arrival at the port of destination a great deal of the cargo was found to be destroyed and damaged by the handling and the delay. For this the owners of the cargo brought the present action, but Mathew, J., held that the damage was too remote to be considered as consequent upon the collision, and gave judgment for the defendant. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.), dismissed the appeal and upheld the judgment of Mathew, J. Lord ESHER, M.R., said that it was clearly settled that there was a distinction between insurance law and the law affecting other liabilities. It had been held that underwriters were only liable in respect of loss of which the cause insured against was the *causa proxima*—the direct immediate cause. In ordinary actions of contract or tort there was a liability if the cause relied upon was the *causa causans*—the efficient cause. It was necessary in each case to see whether the result which had occurred was the natural and ordinary result of the cause relied upon. Generally there were a succession of causes conducing to any event, but, according to insurance law, although one of those causes was the cause insured against, yet, if it was not the last link in the chain of causation the underwriter was not liable. In this case the damage could not have occurred but for a succession of causes. The collision, the repairs, the transhipment, the handling of the fruit, the delay, and the perishable character of the cargo, were all causes conducing to the damage. But the proximate immediate causes of the damage were the delay and the handling and the perishable nature of the fruit. Those were not causes covered by the policy, and therefore the plaintiff could not succeed. The principle had been laid down in *Taylor* v. *Dunbar* (L. R. 4 C. P. 206), and the present case was entirely within that decision. LINDLEY and BOWEN, L.JJ., delivered judgment to the same effect.—COUNSEL, *Barnes*, Q.C., *J. G. Witt*, and *Hurst*; *Myburgh*, Q.C., and *J. A. Hamilton*. SOLICITORS, *Courtenay, Crosme, Son, & Finch*; *Waltons, Johnson, & Bubb*.

MINET *v.* JOHNSON—No. 1, 10th July.

PRACTICE—EJECTMENT—NOTICE—R. S. C., XII., 25.

This was an appeal by Messrs. Hartley, Hare, & Smith against the decision of a divisional court (Cave and A. L. Smith, JJ.) affirming an order of Vaughan Williams, J., at chambers. On the 9th of April, 1890, the plaintiff, as the landlord of certain premises at Camberwell, commenced an action of ejectment against the defendant to recover possession of them. The defendant did not appear, and judgment was signed in default of appearance. A writ of possession issued, and the sheriff ejected from the premises the present appellants, who were in possession, without any notice of the action. The appellants then applied to set aside the writ of summons, the judgment and the writ of possession, and all other proceedings on the ground of irregularity, in that the writ of summons was not directed to the persons in possession of the property sought to be recovered, and that the affidavit of service filed by the plaintiff to sign judgment in default of appearance did not allege that the writ of summons had been served upon the person in possession or that the defendant was in possession. The master referred the matter to the judge at chambers, and Vaughan Williams, J., directed that the judgment and subsequent proceedings should be set aside, and that the plaintiff should go out of any possession obtained by reason of the judg-

ment, but that this order should only take effect if within twelve days the applicants elected to be added as defendants in the action. He gave the applicants leave to appear as defendants upon filing an affidavit that at the time of the issue of the writ they, or some of them, were in possession by themselves or their tenants, and he directed the costs to be costs in the action if the applicants elected to appear and defend, otherwise to be the plaintiff's. The order was to be without prejudice to any right the plaintiff might hereafter have to sign judgment against Johnson upon a proper affidavit. Upon appeal the Divisional Court upheld this order, and Messrs. Hartley, Hare, & Smith appealed. The appellants contended that they were entitled, as a matter of right, to have all the proceedings set aside for irregularity without any terms, and that the writ ought to have been served upon the persons in actual possession.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the appellants alleged that they had been wrongfully ejected from the premises, and that there had been a miscarriage of justice. Their remedy was, however, not to set aside the judgment against the defendant, but to come in themselves and defend the action and assert their own case. Everything should be done to bring that about. If the application was made before judgment, then it was provided that the applicant should be treated as if he was the original defendant, although he was not mentioned in the writ. If, after the judgment was signed, the person in actual possession, not having known of the previous proceedings, made the application, then so much of the judgment as affected him and the execution must be set aside, and he must be let in to defend. That was exactly what had been done here. The appellants contended that that was not enough, but that the writ against the defendant must also be set aside, because the writ in ejectment ought to be served on every person in actual possession. But what authority was there for that? The procedure in actions of ejectment was now governed by the rules. No doubt the Common Law Procedure Act required the writ to be served on every person in actual possession of the premises, but the section requiring that had been expressly repealed, and an entirely new system of procedure in actions of ejectment was provided by the rules. They only required service upon the defendant, and of course, in most cases, the defendant and the person in actual possession would be the same. But mistakes might occur, and to provide against such there was ord. 12, r. 25, which said that in such a case a person not named in the writ, but in actual possession, may be let in to defend just as if he had been named in the writ. Therefore, where such a thing had happened, as in the present case, so much of the judgment as affected the persons in actual possession must be set aside, and they must be let in to defend. That had been done, and the order of Vaughan Williams, J., was quite right. LINDLEY and BOWEN, L.JJ., delivered judgment to the same effect.—COUNSEL, *Frank Gover; Pollard*. SOLICITORS, *Henry Gover & Son; Dawes & Sons*.

Re AN ARBITRATION BETWEEN NELSON AND SONS AND SMITH AND SERVICE—No. 1, 16th July.

SUBMISSION TO ARBITRATION—JURISDICTION OF COURT TO ORDER APPOINTMENT OF ARBITRATOR—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 1.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Wills, J.). On November 28, 1889, Messrs. Nelson & Sons signed a charter-party by which they agreed to charter from Messrs. Smith & Service a vessel belonging to them for three months, to commence December 3. The charter-party contained the following clause:—"Should any dispute arise between the owners and the charterers, the matters in dispute shall be referred to three persons at Liverpool, one to be appointed by each of the parties hereto, and the third by the two so chosen, whose decision, or that of any two of them, shall be final, and for the purpose of enforcing any award this agreement may be made a rule of court." The vessel did not arrive in Liverpool till December 5, and the charterers refused to take her because she was out of time. On December 7 the owners gave notice of their appointment of an arbitrator. On January 1, 1890, the Arbitration Act, 1889, came into operation, and a fresh notice was served by the shipowners of the appointment of an arbitrator. The charterers declined to appoint an arbitrator, and an application was made at chambers to compel them to do so. The master made an order "that Messrs. Nelson & Sons do, within seven days from the date hereof, appoint an arbitrator in terms of the submission to arbitration contained in the charter-party made November 28, 1889." This order was upheld by Lawrance, J., and by the Divisional Court. Messrs. Nelson & Sons appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) allowed the appeal, and reversed the judgment of the Divisional Court. Lord ESHER, M.R., said that the submission was to the arbitration of three arbitrators, and not of two arbitrators and an umpire. It was conceded, therefore, that sections 4, 5, and 6 of the Arbitration Act, 1889, had no application. The question was one of jurisdiction, and the Divisional Court had thought that they had power to make the order under section 1 of the Act. That section enacted that "a submission, unless a contrary intention is expressed therein, shall be irrevocable, except by leave of the court or a judge, and shall have the same effect in all respects as if it had been made an order of court." The effect of that section was, undoubtedly, to make the submission contained in the charter-party a rule of court upon the Act coming into operation. At that time only one arbitrator had been appointed. But did the section give the court the power to order the other party to appoint an arbitrator? It had been argued that before this Act, from the time of the Act of William III., the court always had had the power, where the submission to arbitration had been made a rule of court, to make such an order so as to carry out the arbitration. It was admitted that no court, either of law or of equity, had ever made such an order, and that was strong evidence to shew that they had no such power. The effect of making a submission a rule of court was to give the court certain powers in carrying out the arbitration, and in the enforcement of the award. The Act of 1889 said that the submission was irrevocable. That had been said by previous Acts, and it meant that when the arbitrator had been appointed his authority could not be revoked by the person appointing him. The agreement to refer to arbitration was a different thing, and it had always been irrevocable. The effect of the rest of the section was that a submission to arbitration was to be a rule of court just as if it had been made so by the act of the parties before the Act was passed. The section gave the court no more power than before, and there was no jurisdiction to make this order. LINDLEY and BOWEN, L.JJ., delivered judgment to the same effect.—COUNSEL, *French*, Q.C., and *C. A. Russell; Barnes*, Q.C., *Leek*, and *Hurst*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *C. A. M. Lightbound*, Liverpool; *Field, Roscoe, & Co.*, for *Bateson & Co.*, Liverpool.

THE MARQUIS OF NORTHAMPTON *v.* POLLOCK—No. 2, 14th July.

MORTGAGE — REDEMPTION — EXPRESS AGREEMENT EXCLUDING RIGHT OF REDEMPTION IN PARTICULAR EVENT—VALIDITY.

This was an appeal from a decision of North, J. (*ante*, p. 253), the question being, whether an express agreement between a mortgagor and his mortgagees, excluding the right of the former to redeem the mortgage in a particular event, had any legal validity. The action was brought by the administrator of a deceased mortgagor, claiming to redeem a policy of insurance, the subject of the mortgage. The defendants were the trustees of an insurance company. In the year 1879 the company advanced the sum of £10,000 to Earl Compton, the eldest son of the plaintiff, on the security of a charge of his reversionary interest in certain Scotch estates contingent on his surviving his father. It was agreed that the lenders should, as an additional security, effect a policy of insurance for £34,500 on the life of Earl Compton against that of his father, that they should pay the premiums for the first five years, and after that, if the premiums were not paid by Earl Compton, they were authorized to pay them themselves and to add the amount so paid to the mortgage debt. A further agreement was subsequently entered into that, if Earl Compton should die in his father's lifetime, the money assured by the policy should belong to the lenders absolutely. A policy was accordingly effected with the company in the names of their trustees, and the £10,000 was advanced. The policy was kept up by the company. Nothing was ever paid by Earl Compton, either by way of interest, premium, or otherwise. Earl Compton died in September, 1887, and the plaintiff was his administrator. The plaintiff brought this action, claiming the right to redeem the policy, and to obtain payment of the £34,500, less what should be found due to the company from the estate of Earl Compton for principal, interest, premiums, and other proper charges. The defendants relied on the express stipulation that the policy and the sum thereby assured should, in the events which had happened, belong to the company, and it was contended that this stipulation was not within the mischief aimed at by the old equitable rule, "Once a mortgage always a mortgage." There was, it was said, no hardship on the mortgagor; on the contrary, he had received £10,000 and had paid nothing, and his administrator was seeking to obtain a further large amount from the company, who had lent the money and paid for the policy. North, J., held that the plaintiff was entitled to redeem the policy. He said that the whole transaction was clearly a mortgage transaction, and the policy was part of the security. On principle the case must be looked at in the same way as if the insurance had been effected in some other office, in which event there would have been no loss to the mortgagees. So far as the loss arose in respect of the amount payable on the policy, that loss arose in the ordinary course of the company's business.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision (Bowen, L.J., dissenting). COTTON, L.J., said that this was not the case of a policy effected simply for assuring payment of money on the death of a person, but the policy was effected as an additional security for a sum borrowed by the assured; and, although the policy was effected in the office of the defendants, who were the trustees of the insurance company which had advanced the loan, the case must be considered just as if the policy had been effected in another office. Of course there were cases in which there was no contract between the parties to insure, but the person lending the money chose himself to insure the borrower's life. Then he did that simply for his own benefit, and could, whenever he liked, drop the policy. But here it was entirely different. The earl's representative would, in his lordship's opinion, be entitled to the balance of the policy moneys, which moneys were much more than enough to pay the sum lent and the premiums paid on the policy, and he would be entitled to call on the defendants to account for that balance. It was not necessary to quote authorities to shew that courts of equity never would allow an equity of redemption to be cut off, except by force of time or by the order of the court. The mortgage must be foreclosed only if the mortgagor did not redeem. This had always been the rule established in courts of equity. What were the rights of the parties in the present case? The policy moneys were amply sufficient to pay all the defendants' principal, interest, costs, and premiums. But the company said that they were not bound to account for the balance to the plaintiff because the agreement provided otherwise. Courts of equity said that a mortgage ought to be treated only as security for money advanced, and that if the mortgagor tendered the principal money, interest, and costs, the mortgagee must reconvey to him his estate. The policy ought to be regarded in equity as security only for money advanced, and this court ought not to allow any stipulations which would enable the defendants to take the policy without liability to pay the balance of the money which had been insured

thereunder. The stipulation in question could not be allowed to stand, and could not interfere with the rights which the mortgagor would otherwise have. In his lordship's opinion this case fell within the principle which regulated all mortgages in this court, and the plaintiff was entitled to an account of the policy moneys, and to have the balance, after paying the principal, interest, and costs, and any premiums which the company might have paid in order to keep the policy on foot, paid to him. LINDLEY, L.J., delivered judgment to the same effect. He said: The lenders disclaim all right to keep the policy money, and also to obtain payment of the principal, interest, and premiums under the bond. They also suggest that the borrower would have had some right to get back any premiums he might have paid. But I cannot adopt this suggestion. I am of opinion that the true effect of these documents is either to entitle the lenders to keep the policy moneys and also recover the principal, interest, and premiums, or to entitle them to no more than recover their principal, and interest, and premiums. I cannot adopt the construction which entitles the borrower to the policy, only if he pays the lenders off in the lifetime of his father, and deprives him of all interest in it if he fails to do this, and yet leaves him liable to be sued on the bond. Neither can I see that, in the events which have happened, the borrower is discharged from liability, although he has lost all right to the policy money. I can come to no other conclusion than that the transaction was a loan on security. The lenders were to have, as a security, either the land or the policy, as the case might be. The right to redeem the land, if the borrower had ever become entitled to it, would have been plain enough. The right to redeem the policy before it became payable is conferred by the agreement, and the attempt to confine that right in point of time is, I think, opposed in principle to a long series of authorities which I am not at liberty to question. BOWEN, L.J., said: With respect to what was to become of this policy in the event which has happened, the intention of the parties and the meaning of the bargain which they made are admittedly clear. A supplemental memorandum, executed for the especial purpose, provides, in the plainest language, that, on the contingency that has occurred, this policy and all moneys secured by it were to belong absolutely to the defendants. The question is, whether this distinct and deliberate compact is to be set aside as repugnant to any rule of equity. The principle invoked by the plaintiff is summed up in the epigrammatic formula, "once a mortgage always a mortgage." Whenever a transaction is in reality one of mortgage, equity regards the mortgaged property as security only for money, and will permit of no attempt to clog, fetter, or impede the borrower's right to redeem and to rescue what was, and still remains, in equity his own. The plaintiff contends that the bargain made as to the policy is at variance with this wholesome doctrine, and it is on this ground that North, J., has adjudged to the representatives of the borrower what must be admitted to be a considerable windfall. The defendants, on the other hand, maintain that, so far as affects this policy, there never was a mortgage or anything that can be termed a mortgage transaction; that the policy never was Lord Compton's; that the term "redemption" is inappropriate as applied to it; and that the term "security" is one which begs the question at issue. All, the defendants say, that was provided was, that the borrower was to be at liberty at any time before his death to purchase the policy and to make it his own. He has not, they say, done so, and a contingency, therefore, has occurred upon which the policy was always intended to belong to the lenders. Is it true, as suggested by the plaintiff, that the transaction between the plaintiff and the defendants was merely one of mortgage, of which the arrangement as to the policy was only an incident? An accurate analysis will, I think, shew that the stipulations as to the policy cannot accurately be so described. In the event which has happened—namely, the death of Lord Compton in the lifetime of his father—there has been, so far as regards the Scotch estates, no mortgage which can take effect at all, or which can require the benevolent intervention and protection of this court. No doubt, in the event which has not happened—supposing, that is to say, that Lord Compton had survived his father—there would have been an effectual mortgage of the Scotch estates. But Lord Compton did not profess to, and could not, mortgage those estates in case of his own death, against the heirs of entail. In the contingency, therefore, which has occurred, the mortgage of them had no effect at all, and was never intended to have any. For the security of the office of the defendants against the mischance which has, in fact, occurred—the failure, that is to say, of all mortgage on the Scotch estates—the policy now in question was called into existence—in what manner and on what terms has to be considered. Instead, therefore, of regarding the transaction as from first to last one of mortgage, I think it would be safer, up to this point in the discussion, to describe it as one of loan—a loan to be secured in the event which has not happened by an effectual mortgage, but to be protected in the event which has happened by an arrangement as to a policy to cover the failure of the Scotch mortgage transaction. The nature of the contract for this policy has to be decided in this appeal, but we do not really get nearer to a correct appreciation of its character by treating its provisions as if they could be affected by, or could possibly affect, a defunct equity of redemption in a mortgage of estates which has come to nothing. This brings us to what seems to be the true and crucial question. Was this policy ever Lord Compton's to mortgage? Had he ever an equity of redemption in it? If the answer is in the negative, what mortgage transaction or what equity of redemption is this court asked to protect—the mortgage of the Scotch estates, which is extinct, or an equity of redemption in the policy which Lord Compton never had? In the view taken by North, J., and by my learned brethren in this court, that the matter must be dealt with precisely as if there had been an actual policy effected with, and actual premiums paid to, some other office than the defendants' own, I entirely concur. Nor am I influenced by the consideration that, if the plaintiff succeeds, Lord Compton's estate will have received from the defendants a large sum of money without paying anything at all—except, perhaps, so far as the possibility of such a result may throw light on the discussion, whether the policy and its produce were meant to be the property of Lord Compton at all events and in all circumstances. The first and most important matter to be weighed is no doubt, in fact, that the premiums, though advanced by the defendants' office, were to be charged in account against the borrower. If this stood alone a presumption would arise, based on reasonableness and justified by authority, that the policy on coming into existence was to be the borrower's in any event, though mortgaged to the defendants for the advance. But such a presumption is a mere inference of fact to supply the place of better information. It cannot displace express convention between the parties. In the clear light of a distinct agreement upon the point the presumption pales its ineffectual fire and disappears. Lord Compton's right to the policy is not a matter of presumption. It arises under a written contract which is explicit on the point, and it is to this written contract we must turn if we wish to discover the law of the being of this policy in the event that has occurred. So far as the policy is concerned, I cannot see that this is a case of a borrower mortgaging his own property, and then consenting to fetter his own right to redeem. It seems to me rather the case of a loan protected in a particular event, not by a mortgage, but by a wagering and speculative bargain to take the place of and to act upon the defeasance of a mortgage. The policy was not an ordinary policy of insurance against a death, but a wager of one life against another. The premiums were to be charged against Lord Compton as a special term of the bargain, but without any reference to the question to whom the policy was ultimately to belong. That was to depend on a contingency. Lord Compton was to have a right on payment of his debt to buy it, and so far only it was to be a security for his debt. But in no other sense was it a security, and the use of this term, except as so defined and limited, is fallacious. The clauses which gave Lord Compton a right to acquire it are not provisoes for redemption, but only provisoes for purchase, and the use of the term "redemption" again becomes misleading. Pecuniary adventures regulated by an express provision such as is contained in the final deed are not in substance mortgages, any more than they are mortgages in form, nor are they within the mischief struck at by the equitable rule. The term which it is sought to reject as inequitable is of the gist of the arrangement, and must have affected the calculations of the defendants' office. Totally different considerations arise when it is a question of depriving a man of what is his own, and of refusing to countenance a formal surrender of his right to rescue his own property even at the eleventh hour from the jaws of a money-lender. Here it is a question rather of withholding from a borrower the benefit of a windfall, for which he has never bargained. There is no authority for extending the equitable doctrine invoked by the plaintiff to such an arrangement, and such an arrangement would not give rise to the evils which the equitable doctrine was designed to prevent. The plaintiff's counsel urged upon us the apparent hardship which might on the defendants' contention arise if Lord Compton's estate were to be liable to be deprived of the property in the policy, simply because Lord Compton might have not repaid some small fraction of the debt or costs. No doubt there would be such a hardship if the policy had been Lord Compton's, and if his estate were to lose it by his non-payment of a trifling bill of costs. But it would be an ocular illusion still to regard such a result as a hardship, after it has been once ascertained that the policy never was his, and was only to become his if he had exercised an option, which in truth he did not exercise. To prove that the contract as to the policy was in substance one of mortgage, the plaintiff's counsel further relied upon the proposition, that the final deed contained no provision for any release of the penal obligation of the debtor on his bond, or for the extinction of his debt, even in the case of the handing over of the policy to the defendants. But I do not so read the provisions of the final deed. The substituted agreement as to the policy only displaced, I think, so much of the clauses of the previous deed as was inconsistent with it. The more reasonable view seems to me to be, that, to the extent of the produce of the policy, the debt was to be extinguished, and in case the question were to arise I think the court would so have held. In conclusion, I have found no case that is in point. The present problem is not governed by authority. My view is that, as regards this policy, the transaction was not one of mortgage, but of a wagering and speculative bargain to replace a mortgage which, in the event that has happened, would have been defunct, a bargain in which it was clearly intended and expressly agreed that the policy in the contingency that has occurred never was to become Lord Compton's. The rule of equity applied by North, J., does not, therefore, in my opinion, become appropriate. My learned brothers, however, think differently, and, as their knowledge and experience are better that mine, I see no reason to be dissatisfied that I am in a minority, and that their view prevails.—COUNSEL, *Sir Horace Davey*, Q.C., *Rigby*, Q.C., and *Edward Beaumont; Crackanthorpe*, Q.C., and *Reginald Winslow*. SOLICITORS, *Wilde, Berger, & Moore; H. T. Boodle*.

High Court—Chancery Division.

BELLAMY v. DEBESHAM—North, J., 15th July.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT CONTAINED IN LETTERS.

This action was brought to enforce the specific performance of an agreement by the defendant for the purchase of a house and land, and the

question arose whether there was ever a completed agreement. The contract was alleged to be contained in two letters, dated respectively April 17 and April 18, 1889. By the first of those letters, written by the defendant to an agent of the plaintiff, the defendant offered "£800 for the freehold of the house, with possession at Midsummer, . . . assuming that the title is satisfactory." There had been previous correspondence, in which the defendant had stated that he wanted the house for the purposes of a hospital, for the committee of which he was acting, but in the letter of April 17 he said that he was prepared to offer the £800 himself, and run the risk of inducing the committee to take it off his hands. By the letter of April 18 the plaintiff's agent accepted the offer "subject to the owner's ratification." This ratification was afterwards given by the plaintiff, and this fact was communicated to the defendant, by a letter from the plaintiff's agent on April 25. On April 29 the defendant wrote to the plaintiff's agent that the committee had decided not to buy the property, so that the contract must be made out in his name. Further correspondence took place, in the course of which the plaintiff's solicitors sent to the defendant's solicitor a formal agreement for the defendant's execution. This agreement contained some terms which were not contained in the two letters, and the defendant's solicitor struck those terms out. The plaintiff's solicitors insisted on those terms being restored, and ultimately the defendant's solicitor, on his behalf, repudiated the agreement. The defendant resisted specific performance on the ground that the letters relied on did not amount to a contract, but that a further contract was necessary. The defendant relied on the rescission of the contract, and pleaded the Statute of Frauds as a defence. It was contended on his behalf that, the contract being contained in correspondence, the whole correspondence must be looked at, and the plaintiff could not stop at the two letters on which he relied, and that, if the subsequent letters were looked at, it was clear that no complete contract had been made. In support of this argument *Hussey* v. *Horne-Payne* (4 App. Cas. 311), and *Bristol, Cardiff, and Swansea Aërated Bread Co.* v. *Maggs* (*ante*, p. 318. 38 W. R. 393) were referred to.

NORTH, J., refused to grant specific performance. He said that no doubt all the correspondence must be looked at, but the letters prior to that of the 17th of April only shewed that the parties were in negotiation for the sale of the house for the purposes of a hospital. The letter of the 18th of April was a clear acceptance of the defendant's offer, subject to the owner's ratification, and it was admitted that the word "owner" was a sufficient indication of the plaintiff to satisfy the Statute of Frauds. It was said that the subsequent letters shewed that the parties did not understand that there was a complete contract. But a letter of the defendant's, on the 25th of April, shewed that he considered there was a complete contract, subject to the plaintiff's ratification, which was given on that day. The plaintiff's solicitors afterwards proposed new terms, which were at variance with the agreement contained in the two letters, which agreement was an open contract, and they had no more right to force them on the defendant than to double the price agreed on. His lordship referred to the further correspondence, and said that he thought there had been a sufficient rescission of the contract, if the defendant was entitled to rescind it. But he held that the two letters of April, with the subsequent ratification by the plaintiff, amounted to a complete contract. All the necessary terms were expressed in writing so as to satisfy the Statute of Frauds. *Hussey* v. *Horne-Payne* had stated the law in a neat form, but it had laid down nothing new. It had always been held to be open to the defendant to an action for specific performance to shew that a written contract did not contain all the terms really agreed on between the parties. That might be done even by parol evidence. And when the contract was contained in letters you must look at all the letters. His lordship agreed with every word of the comments made by Kay, J., in *Bristol, &c., Co.* v. *Maggs* on *Hussey* v. *Horne-Payne*. In that case it was clear that the letters which were said to constitute a contract did not contain all the terms agreed on, and therefore the alleged contract could not be enforced. In the present case the letters, down to the end of April, did constitute a complete contract, and there was nothing to shew that those letters did not contain the whole contract intended. The subsequent letters shewed only that one of the parties wished to add other terms which had not been agreed to. In his lordship's opinion, when once there was a complete contract, one of the parties could not, by further negotiations, get rid of the crystallized contract. The question was one of fact, and if one could come to the conclusion that the subsequent correspondence contained new matter started for the first time, there was no reason why it should affect the previously-complete contract. His lordship did not dissent from the decision of Kay, J., in *Bristol, &c., Co.* v. *Maggs*, but he thought that, in a case put by Kay, J., as to an attempt to limit the area in which the vendor of a business was to carry on business after a definite contract had been made for the sale of the business, the learned judge went too far. In the present case, though there was a complete contract in the letters, the vendor had attempted afterwards to extend it in a way in which he was not entitled to do, and his lordship thought it would not be fair, as a matter of equity, to enforce specific performance. He should, therefore, dismiss the action, but without costs. —COUNSEL, *Napier Higgins*, Q.C., and *Medd*; *Cozens-Hardy*, Q.C., and *M'Swinney*. SOLICITORS, *R. W. Childs, Batten, & Harling*; *T. G. Bullen*.

Re WILSON, THE ATTORNEY-GENERAL *v.* WOODALL—North, J., 11th July.

PRACTICE—THIRD-PARTY NOTICE—ORIGINATING SUMMONS—R. S. C., XVI., 48, 55; LV., 3—8.

The question in this case was, whether the procedure by third-party notice is applicable to an originating summons. The summons was by the Attorney-General against the representatives of four deceased trustees, for an account of the trust funds of a charity. The defendant Woodall was the executor of the last surviving trustee. He applied for and obtained liberty to serve a third-party notice, under rule 48 of order 16, on beneficiaries under the will of H. Fowler, another of the deceased trustees, and to serve them with a copy of the originating summons. This was done, and the defendant Woodall also served a notice, under rule 55 of order 16, on his co-defendants, the executors of Fowler, claiming contribution from them. The persons thus served with third-party notices moved to set aside the order giving liberty to serve the beneficiaries, and the service of the two notices, as irregular.

NORTH, J., held that the provisions of the rules as to third-party notices did not apply to an originating summons. He, therefore, granted the application.—COUNSEL, *Cozens-Hardy*, Q.C., and *J. G. Wood*; *Napier Higgins*, Q.C., and *Haldane*, Q.C. SOLICITORS, *Field, Roscoe, & Co.*; *Collyer-Bristow & Co.*

Re THE WEYMOUTH AND CHANNEL ISLANDS STEAM PACKET CO. (LIM.)—North, J., 12th July.

COMPANY — WINDING UP — DISTRIBUTION OF SURPLUS ASSETS AMONG SHAREHOLDERS—FULLY PAID-UP SHARES AND SHARES ISSUED AT A DISCOUNT.

The question in this case was, in what mode the surplus assets (the debts having been all paid) of a company in liquidation ought to be distributed among the shareholders, there being two classes of shares—viz., shares of £10 nominal value, which had been fully paid up in cash, and shares of the same nominal value and issued as fully paid up, but which had been, in fact, issued at a discount of £7 per share, the persons to whom they were allotted having paid only £3 per share for them. The company was registered with limited liability in 1857 under the Joint-Stock Companies Act of 1856. In 1861 the company was in difficulties and in need of further capital, the then market value of its fully-paid £10 shares being only £3 per share. In order to raise the fresh capital required special resolutions were passed authorizing the issue of a certain number of shares of £10 as fully paid up, at the price of £3 per share. The meetings at which the special resolutions were passed had been summoned by notices sent by post to all the shareholders (in accordance with the regulations of the company), a copy of the proposed resolutions being sent with each notice. The proposed resolutions were carried with practically no opposition, but only a small number of shareholders was present at the meetings. In pursuance of the resolutions a number of shares were issued at the proposed discount. The shares so issued were afterwards dealt with and transferred just as the original shares, and for many years interest was paid upon them *pari passu* with the original shares. The company in 1889 resolved on a voluntary winding up, and, the debts having been all paid, the question arose, how the surplus assets ought to be divided among the shareholders? The holders of the discount shares contended that the assets ought to be divided among all the shareholders rateably, in proportion to the number of shares held by each; the holders of the original shares insisted that the sum of £7 per share ought to be repaid to them first, and that the residue then remaining should be divided among all the shareholders rateably. On behalf of the discount shareholders it was contended that, though the issue of shares at a discount might be illegal so far as regarded the creditors of the company, yet it would bind any shareholder who had, in fact, assented to it, and after the length of time which had elapsed, and after the company had had the benefit of the additional capital, it must be assumed that every shareholder had assented to the arrangement, and they must all be treated as bound by it.

NORTH, J., decided in favour of the contention of the original shareholders. He was of opinion that the holders of the discount shares could not, after the lapse of time and all that had happened in the meanwhile, now say that they were not shareholders, and claim to have the £3 per share which they had paid returned. What was their position? They had agreed with the company that, in consideration of paying only £3, they should have shares on which £10 was paid up. That was beyond all question an illegal contract. It had been a matter of doubt for a long time whether a contract to issue shares at a discount was or not valid, but it had been settled by *Re Almada and Tirito Co.* (32 SOLICITORS' JOURNAL, 473, 38 Ch. D. 415) that such a contract was illegal. The holders of these shares were members of the company, but they could not be treated as having paid more than £3 per share. It was argued that, though the contract was illegal and void as against creditors, all the debts of the company had been paid, and creditors were out of the way, and the shareholders were competent as between themselves to enter into a binding arrangement of this character, and that they must be treated as having assented to the issue of the shares at a discount. But he was considering what were the rights as between the two classes of shareholders, and, however some individual shareholder might have bound himself by acquiescence, he could not hold that the whole class was bound. He must, therefore, hold that the shareholders who had taken shares at a discount were to be treated as having paid £3 only on each share. That being so, *Re Hodge's Distillery Co.* (L. R. 6 Ch. 51) was an authority that the surplus assets ought to be applied first in repaying £7 on each of the old shares, levelling them down to the others, and that the remaining surplus should be distributed *pari passu*. That case had been long acted on, and its authority was recognized by the House of Lords in *Birch* v. *Cropper* (14 App. Cas. 525, 537).—COUNSEL, *Chadwyck Healey*; *Napier Higgins*, Q.C., and *Mulligan*; *Cozens-Hardy*, Q.C., and *Heath*. SOLICITORS, *Pattison, Wigg, & King*; *A. B. Child*.

Re WEST LANCASHIRE RAILWAY CO.—Stirling, J., 11th July.

RAILWAY COMPANY — RECEIVER AND MANAGER — EXECUTION LEVIED BY CREDITOR—CONTEMPT OF COURT—COMPANIES CLAUSES ACT, 1845 (8 & 9 VICT. c. 16), s. 36—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), s. 4.

This was a motion by the company to commit G. S. Crisford for his

contempt of court in instituting proceedings without the leave of the court against E. Holden, the receiver and manager of the company; or, in the alternative, for leave to issue a writ of attachment against Crisford for his contempt, and to restrain him from taking any such proceedings without the leave of the court under the following circumstances. The company being in difficulties, Mr. Holden, the chairman, had been appointed receiver and manager of the undertaking under section 4 of the Railway Companies Act, 1867. Mr. Holden himself held a large number of shares in the company purporting to be fully paid up, but which had in fact been issued at a discount, and on which it was alleged moneys remained due from him to the company. Mr. Crisford, on behalf of the Rock Life Assurance Co., who held a large amount of the debenture-stock of the railway company, had recovered judgment against it for interest in arrear on their stock; and had given notice of an application to the Queen's Bench Division for leave to issue execution against Mr. Holden to the extent of the moneys remaining due from him upon his shares. This was done under section 36 of the Companies Clauses Act, 1845. This proceeding in the Queen's Bench Division was alleged to be a contempt of court, inasmuch as the sums (if any) due from Mr. Holden to the company, would be receivable by him as receiver and manager, and be applicable in payment of all the creditors of the company according to their priorities, if any. It was also contended for the railway company that in point of form the leave of the court should have been obtained before taking proceedings against the receiver and manager.

STIRLING, J., after stating the facts and reading the sections of the Acts referred to, held, following a decision of the late Master of the Rolls in the case of *Re Birmingham and Lichfield Junction Railway Co.* (29 W. R. 908, 18 Ch. D. 155), that the capital alleged to be due from Mr. Holden did not form part of the undertaking which would come to the hands of the receiver and manager under the Act of 1867; and the court could not interfere with the proceedings taken in the Queen's Bench Division. As the receiver and manager had not been in any way interfered with, there was also no wrong in point of form, and the motion must be dismissed, with costs.—COUNSEL, *Sir Horace Davey*, Q.C., and *Farwell*; *Graham Hastings*, Q.C., and *Hon. A. Lyttelton*. SOLICITORS, *Fowler, Yorke, Hopkinson, & Co.; Kendall, Price, & Francis.*

High Court—Queen's Bench Division.

ROBERTS *v.* WOODWARD—10th July.

SALE OF COALS—FALSE STATEMENT AS TO WEIGHT BY SERVANT OF SELLER—LIABILITY OF SELLER—WEIGHTS AND MEASURES ACT, 1889 (52 & 53 VICT. C. 21), S. 29, SUB-SECTIONS (1) (2).

This was a case stated by a metropolitan police magistrate at the request of the appellant, who was an officer appointed by the London County Council for the purposes of the Weights and Measures Act, 1889. The respondent, a seller of coals, received an order for five hundredweight of coal. He directed his servant Watson to deliver five sacks of coal which were standing in his shop to the customer who had given the order. Watson put the sacks on a cart, and was proceeding to the house of the customer when the appellant met him and asked the weight of the sacks; Watson replied that each sack weighed one hundredweight. The appellant then weighed the sacks and found that they were all seriously deficient in weight. The respondent was then charged under section 29, sub-section (2), which enacts that "if it appears to a court of summary jurisdiction that any load, sack, or less quantity so weighed" (*i.e.*, weighed by the proper officer when "in course of delivery to any purchaser") "is of less weight than that represented by the seller, the person selling . . . shall be liable to a fine not exceeding five pounds." The magistrate was of opinion that the respondent had not made any representation as to the weight of the coals, and refused to convict. The question was whether he ought to have convicted. It was argued for the appellant that the order given by the respondent to Watson to deliver the five sacks amounted to a representation that they were of the weight required, and, further, that the representation made by the servant who was in charge of the coals in course of delivery was to be taken as the representation of his master. *Mullins* v. *Collins* (22 W. R. 297, L. R 9 Q. B. 292) was referred to.

POLLOCK, B., said that it seemed to be doubtful whether the Legislature had provided a remedy for persons who received short weight in all cases where honest people would wish a remedy to exist. But upon the construction of section 29 it seemed clear that, to support a conviction, there must be a representation by the seller himself as to the weight of the coal sold. Where coal was ordered and immediately sent off by the seller, or where coals were sold by persons hawking them in the street, there would usually be a verbal representation by the seller. But here there was no such representation. Then it was said that where a servant in charge of a vehicle delivering coals stated what was untrue as to their weight, not he, the servant, but his master should be convicted. That was not so. There was no instance of a master being made criminally liable for the act of his servant, unless in some such case as where the servant was doing some illegal act, out of which the master was making a profit. The magistrate was right in this case, and his decision must be upheld. A. L. SMITH, J., thought that the magistrate was right in refusing to convict. The section was, no doubt, passed for the protection of poor people, who were often defrauded by receiving a short weight of coals; but the question was, whom had the Legislature brought within their net. Under section 29 there must be a representation by the seller. By sub-section (1) the inspector might pounce upon the coal either in the shop of the seller or when it was in transit. That meant in the course of delivery from the shop to the purchaser by any mode, whether the coal was in a vehicle or on a man's back. In the present case the servant was not the person who was selling the coal, and therefore it was not possible to get a conviction against him; neither could the master be hit, because he made no representation. It was said that he virtually made the representation here, but all he did was to tell his servant to take the sacks to the vendee. It was also suggested that the representation of the servant was the representation of the master, and the cases as to a servant in a public-house selling drink to a constable on duty, or allowing gambling to be carried on, were referred to. Those were strange cases, but they were law; but they were decided under stringent Acts as to the regulation of beerhouses. The appeal must be dismissed. Appeal dismissed.—COUNSEL, *Meadows White*, Q.C.; *Nevill*. SOLICITORS, *Ward; John Godwin.*

NORMAN *v.* BINNINGTON AND CO.—10th July.

BILL OF LADING—EXCEPTED PERILS—NEGLIGENCE "WHETHER IN NAVIGATING THE SHIP OR OTHERWISE"—LIABILITY OF SHIPOWNER.

The question in this case was as to the construction of a clause which is in common use in bills of lading. Amongst the excepted perils were "error in judgment, negligence or default of pilot, master, mariners, engineers, or other persons in the service of the ship, whether in navigating the ship or otherwise." Damage from rain or from contact with other goods was also excepted. The plaintiff shipped a cargo of oilcake on board the defendants' steamship *Glenfield*, at Galveston. After the oilcake had been loaded, some bails of cotton were loaded on the top of the oilcake during heavy rain. It was found by the jury at the trial before Charles, J., that the oilcake was damaged by the rain which fell through the hatchways, or by the wet cotton, or by both, and that this might have been prevented by the master and crew. Upon these findings Charles, J., gave judgment for the plaintiffs, being of opinion that the words "or otherwise" in the bill of lading referred to causes *ejusdem generis* with navigation, and that the damage in this case was not covered by the exceptions. The defendants appealed, and argued that as there was no ambiguity, the words must be taken in their literal sense, and included all perils not occurring in the navigation of the ship, but mentioned in the bill of lading.

A. L SMITH, J., in the course of his judgment, with which CAVE and VAUGHAN WILLIAMS, JJ., concurred, said:—It has been held that in construing a clause in a bill of lading exempting a shipowner from liability, the document being ambiguous and of doubtful meaning, the construction most in favour of the shippers, and not such as is most in favour of the shipowner, for whose benefit the exemptions are framed, is to be applied: *Taylor* v. *Liverpool, &c., Steam Co.* (22 W. R. 752, L. R. 9 Q. B. 546) and *Burton* v. *English* (32 W. R. 655, 12 Q. B. D. 218). In the bill of lading in this case the shipowner has exempted himself from damage to the shipper's goods by reason of rain or of contact with other goods. This is not disputed, but the shipper contended that this does not apply (1) to damage done before the voyage has actually commenced, and (2) when the damage is brought about by the negligence of those for whose acts the defendant is responsible. As regards the first of these points, I do not agree with it. In the present case the whole of the damage done to the plaintiff's goods was after they had been safely stowed in the ship. In my judgment the shipowner, under the bill of lading, is *primâ facie* exempt from liability from damage by rain or by contact with wet goods after the goods had been shipped, and whether the ship had started on her voyage or not. As to the question of negligence the shipowner says that he is exempt by reason of the further exception in the bill of lading:—"Negligence or default of the master, mariners, &c., or other persons in the service of the ship, whether in navigating the ship or otherwise, always excepted." It is upon the construction of these words, "whether in navigating the ship or otherwise," that the decision of this case really depends. Mr. Kennedy, in his able argument, said that the words "or otherwise" may mean two things, either (*a*) something akin to navigating the ship, or (*b*) something dissimilar to it; and, that being so, under the rule laid down in the cases cited they must be construed in favour of the shipper to mean something akin to navigating the ship. But so to read the words is to give no meaning to the previous words, "in navigating the ship," and to read the words "or otherwise" as including everything besides navigating the ship is to render the words "in navigating the ship" inoperative; but to read the words as meaning an absolution from liability to damage brought about, whether in negligently navigating the ship or in negligently bringing about those other losses or damages from which the shipowner has exempted himself in the bill of lading, is, in my judgment, the true reading of the bill of lading. The shipowner, by the bill of lading, contracts to carry and deliver the goods "in like good order and condition" as when shipped, except that he will not be liable for damage thereto brought about either by the negligent navigation of his ship, or for any of the losses or damages excepted in the bill of lading, even though brought about by the negligence of those for whose acts he is responsible. In my judgment the defendant, the shipowner, is exempt, under the terms of the bill of lading, from the liability sought to be imposed him, and that judgment should be entered for the defendant, with costs.—COUNSEL, *Bigham*, Q.C., and *Joseph Walton; Kennedy*, Q.C., and *Percy Morris*. SOLICITORS, *W. A. Crump & Son; Wynne, Holme, & Wynne*, for *Forshaw & Hawkins*, Liverpool.

THE QUEEN *v.* THE VESTRY OF ST. MARY, ISLINGTON—10th July.

BURIAL GROUND—DUTY TO REPAIR—CHURCHWARDEN'S RIGHT TO BE REPAID COSTS AND EXPENSES—CERTIFICATE—BURIAL ACT, 1855 (18 & 19 VICT. C. 128), S. 18.

In this case the senior churchwarden of a parish sought to enforce by *mandamus* the payment to him of the costs of repairing the wall of a

burial ground in the parish which had been closed by an Order in Council, and was now used as a recreation ground. The churchwardens were, by virtue of section 18 of the Burials Act, 1855, bound to do the necessary repairs to the walls and other fences; that section also provides that "the costs and expenses shall be repaid by the overseers upon the certificate of the burial board or churchwardens, as the case may be, out of the rate made for the relief of the poor of the parish." The wall of this burial ground being out of repair, the vestry passed resolutions sanctioning the taking down of part of the wall and substituting iron railings, and authorized the churchwarden to invite tenders for the work. He did so, and wrote a letter to the vestry asking for £500 on account of the expenses. He afterwards signed contracts for the work. The vestry declined to pay, contending that, as the word used in the Act was "repaid," they were not bound to pay any amount to the churchwarden except such amount as he had disbursed, and that his letter was not a sufficient certificate within the meaning of the section.

POLLOCK, B., said that section 18 cast upon the churchwardens the duty of maintaining the burial ground, and of doing the necessary repair of the walls and other fences, and the expenses were to be repaid by the overseers upon the certificate of the churchwardens. The first objection taken was that the word was "repaid," and that, therefore, it was a condition precedent to the money being paid to the churchwarden that he should first have paid it away himself. There was something to be said for that view; but, taking the subject-matter into consideration, it seemed reasonable to hold that expenses to be repaid included expenses for which the churchwarden was liable, although he had not yet paid them. Then it was said there must be a certificate. But, having regard to the subject-matter in respect of which the certificate was to be given, his opinion was that the provisions of the section as to a certificate were amply satisfied by the written precept of the churchwarden. The *mandamus*, therefore, must go. A. L. SMITH, J., said that the vestry had duly sanctioned the proposed alterations in the wall, and had authorized the churchwarden to obtain tenders. The sum he asked for in his precept was well within the mark of what he lawfully made himself liable for. If, upon the true construction of the section, no *mandamus* could go unless the churchwarden had actually paid out of his pocket the sum for which he asked, what a heavy responsibility would be cast upon him; he would be obliged to incur all sorts of expenses before he could ask the vestry to pay him. It had been the custom of this vestry to honour the precepts of the churchwardens, and though it was true that the custom could not alter the statute, it might be that the custom was consistent with the statute. The words "costs and expenses" in the section meant not sums actually expended, but sums which had to be paid; that was the reasonable and businesslike construction. As to the certificate, in his opinion an allegation in writing, a precept in writing, a request to pay in writing, satisfied the statute. Therefore, the points taken by the vestry failed; they had no morals on their side, and no law. Rule absolute for *mandamus*.—Counsel, *Sir R. E. Webster*, A.G., and *M'Call*; *Henn Collins*, Q.C., and *J. F. Austin*. Solicitors, *Samuel Price & Sons*; *W. Lewis & Sons*.

Bankruptcy Cases.

Ex parte HEPBURN, *Re* SMITH—C. A. No. 1, 11th July.

BANKRUPTCY—DISCLAIMER BY TRUSTEE OF LEASEHOLD INTEREST OF BANKRUPT — MORTGAGE BY UNDERLEASE — ASSIGNMENT BY MORTGAGEE TO TRUSTEE FOR HIMSELF—VESTING ORDER—BANKRUPTCY ACT, 1883, s. 55, SUB-SECTION 6.

This was an appeal from a decision of Cave, J. (*ante*, p. 506), the question being whether, when the trustee in a bankruptcy has disclaimed a lease of the bankrupt, which the bankrupt has mortgaged by way of underlease, an assignee of the mortgage is entitled to a vesting order under the provisions of sub-section 6 of section 55 of the Bankruptcy Act, 1883, when the assignment has been made to him as a mere trustee for the mortgagee, for the express purpose of enabling the mortgagee to escape liability under the original lease, in the event of the lessor endeavouring to compel him to accept a vesting order under sub-section 6. Section 55 enables the trustee in a bankruptcy to disclaim onerous leases and contracts of the bankrupt, but a lease is not to be disclaimed without the leave of the court. Sub-section 6 provides that "the court may, on application by any person either claiming any interest in any disclaimed property, or under any liability not discharged by this Act in respect of any disclaimed property, and on hearing such persons as it thinks fit, make an order for the vesting of the property in or delivery thereof to any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation for such liability as aforesaid, or a trustee for him, and on such terms as the court thinks just; and on such vesting order being made the property comprised therein shall vest accordingly in the person therein named in that behalf without any conveyance or assignment for the purpose. Provided always that, where the property disclaimed is of a leasehold nature, the court shall not make a vesting order in favour of any person claiming under the bankrupt, whether as under-lessee or as mortgagee by demise, except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed, and any mortgagee or underlessee delining to accept a vesting order upon such terms shall be excluded from all interest in and security upon the property, and if there shall be no person claiming under the bankrupt who is willing to accept an order upon such terms, the court shall have power to vest the bankrupt's estate and interest in the property in any person liable, either personally or in a representative character, and either alone or jointly with the bankrupt, to perform the lessee's covenants in such lease, freed and discharged from all estates, incumbrances, and interests created therein by the bankrupt." In the present case a building lease of land was, in 1883, granted to Smith at a ground-rent, and subject to certain covenants. In February, 1884, he mortgaged the property to Messrs. Hepburn by way of underlease. He subsequently became bankrupt, and in March, 1890, the trustee in the bankruptcy gave notice of motion for the 17th of April, for leave to disclaim the lease. The notice was served on the lessor and on Messrs. Hepburn. On April 16 Messrs. Hepburn executed an assignment of their mortgage debt and security to W. M. Adcock, who was one of their clerks, to hold in trust for them. It was admitted that Adcock was a man of small means, and that he was a bare trustee for Messrs. Hepburn, the object of the assignment being to enable them to escape liability under the covenants in the original lease. The original lessor afterwards applied for an order under section 55, excluding Messrs. Hepburn from all interest in and security upon the property, unless they should accept a vesting order on the terms mentioned in that section. Adcock was willing to accept a vesting order, and Messrs. Hepburn asked that an order might be made vesting the property in him. Cave, J., held that the intention of the section was that the property should only be vested in a mortgagee who was willing to assume the liabilities of it. Here the mortgagees had assigned their interest in order to avoid those liabilities while retaining the benefit of the security, and therefore the property ought not to be vested in their assignee. He accordingly made an order absolutely excluding Adcock from all interest in and security upon the property, and excluding Messrs. Hepburn, unless within two months they should elect to accept and apply for a vesting order on the terms mentioned in section 55.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that unless the case was altered by the conveyancing device which had been used by Messrs. Hepburn, it fell within the decision of this court in *Re Finley* (32 S. J. 680, 21 Q. B. D. 475), and the order appealed from was right. The only question, therefore, was, whether the landlord could be deprived of the right given to him by section 55 by a piece of conveyancing which, as between the parties to it, was to have no effect at all, except for the purpose of defeating the Act and the rights given by it to the lessor. In such a case the court would say that the transaction was a sham, and would treat it as absolutely void on that ground. A sham assignment was no assignment at all either at law or in equity, and it was altogether void. Notwithstanding the assignment, Messrs. Hepburn remained mortgagees of the property, and the case was brought within *Re Finley*. LINDLEY, L.J., said that the court could not allow this ingenious attempt to evade the law to succeed. The object of the transaction was, no doubt, in a sense legitimate. But its object was not to alter the rights of the parties to it in the least; it was only intended to deprive the lessor of a right which he would otherwise have had. Messrs. Hepburn remained the only persons beneficially interested in the property as mortgagees. The court was not bound to treat the deed as a valid assignment. Messrs. Hepburn were the persons "entitled to" the property within the meaning of section 55. BOWEN, L.J., said that the rights of the lessor could not be defeated by an assignment of the legal estate to a bare trustee in trust for the assignor, with the sole intention of defeating the lessor's rights. Such an assignment was a mere sham and of no legal effect.—Counsel, *Cozens-Hardy*, Q.C., and *Yate Lee*; *Sidney Woolf*, Q.C., and *A. T. Lawrence*. Solicitors, *Hepburn, Son, & Cutcliffe*; *Barlow & James*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 11th inst., at the Law Society's Hall, Chancery-lane, the chair being taken by the retiring president, Mr. GRINHAM KEEN.

VACANCIES ON COUNCIL.

The PRESIDENT stated that there was a vacancy on the council caused by the retirement of Mr. J. Maxon Clabon, and that under the regulations ten members went out of office by rotation. Each of them presented themselves for re-election, and there were three other candidates. The names of the gentlemen nominated were as follows:—Sir Albert K. Rollit, M.P., Mr. Bartle John Laurie Frere, Mr. Nathaniel Tertius Lawrence, Mr. William Melmoth Walters, Mr. Barnard Platts Broomhead, Mr. Grinham Keen, Sir Thomas Paine, Mr. George Burrow Gregory, Mr. John Hollams, Mr. Richard Mills, Mr. Theodore Waterhouse, Mr. Arthur Hepburn Hastie, Mr. Alfred Kipling Common. He had, however, received a letter from Mr. Common asking that his nomination might be withdrawn, as he had been unaware that Sir Albert Rollit was a candidate.

Mr. A. H. HASTIE (London) took objection to the candidature of Mr. Gregory, on the ground that, under the terms of the charter, he was not duly qualified, having retired from practice. Under the charter all members of the council were required to be practising solicitors.

The PRESIDENT remarked that Mr. Gregory continued to take out his certificate.

Mr. HASTIE: I am aware of that; but he is not a practising solicitor.

Mr. DAY said that Mr. Hastie might as well say he (Mr. Day) was not a practising solicitor. He took out his certificate, but did not practise; but he would not object to drawing a man's will for him.

The PRESIDENT: I take it the sense of the meeting is that, Mr. Gregory continuing to take out his certificate, there is no question about the matter.

Mr. HASTIE: I make the objection.

Mr. R. S. MASON (London) appealed to Mr. Hastie to withdraw his candidature.

Mr. HASTIE: No, sir. Certainly not.

As the number of candidates was in excess of the vacancies, a ballot became necessary, and the president appointed as scrutineers Mr. S. Day, Mr. R. W. Dibdin, Mr. C. L. Smiles, Mr. G. R. Dodd, and Mr. E. Todd.

PRESIDENT AND VICE-PRESIDENT.

Mr. Robert Cunliffe was elected president, and Mr. W. Melmoth Walters vice-president for the year ensuing. There were no other candidates.

AUDITORS.

Mr. J. S. Chappelow, Mr. G. L. Whateley, and Mr. J. E. C. Leslie were elected auditors of the society's accounts. There were no other candidates.

SOCIETY'S ACCOUNTS.

Mr. W. P. W. PHILLIMORE (London) said there had been a very considerable increase in one or two items of the accounts, and he thought some explanation should be given. He had already given notice of the questions he would ask. The item of "law expenses" had increased from £2,000 odd in 1884 to £5,200 odd in 1889. The persistent increase was very considerable year after year, and it was due that some explanation should be made. He did not impute extravagance, but the mere fact of the increase should be explained. The same remark would apply to "postages, expenses at the annual provincial meeting, council luncheons for the year, and sundries," which had increased from £500 odd to £1,200 odd; and there was a third item, the £1,000 paid off the mortgage debt did not appear in the entry of expenditure for the year. It was true it appeared in another part of the account, but it would be better that it should appear in the statement of income and expenditure, as it had been paid out of income. He was not the only one who felt a difficulty about that £1,000.

Mr. R. PENNINGTON (Chairman of the Finance Committee): With regard to the first question which Mr. Phillimore puts, as to the increase in the "law expenses," the explanation is that there has been a very great deal more business done by the society of late years, certainly since 1884. More cases are brought before the court, questions are appealed under the Solicitors' Remuneration Act, and a great number at a very considerable expense. There is also a large addition to our annual expenses in carrying out the provisions of the Solicitors Act, 1888. I think that explanation will probably be sufficient to satisfy the meeting that there is a complete justification for the increased expenditure under that head. With regard to the postages, I am glad there is a considerable increase in that item, because the explanation is that we have now about 2,000 more members than in 1884. That, I think, is a matter for congratulation, and I hope in the next five years we shall increase by another 2,000, and that our postages will therefore also increase. With regard to the entertainments, which was one of the matters of which Mr. Phillimore gave notice that he would ask a question, I will ask the president to be good enough to give an explanation, and I will endeavour to explain with regard to the £1,000. The account is not an account of receipts and payments, but an account of income and expenditure. Formerly the account used to be an account of receipts and payments. If it had been in that form, the payment of the £1,000 would have appeared, but after mature consideration and consultation with our professional auditor, we have, under his advice, converted our annual account from a receipt and payment account into an income and expenditure account, which accountants say is the correct mode, and the only correct mode, of rendering accounts of this description. The account, therefore, is not simply of receipts and payments. It is an account of our income, whether received or not, and an account of our liabilities or payments, whether the liabilities at the end of the year have been discharged or not. Then the £1,000 we have paid is not "expenditure" of the society. It is a payment on account of a debt, therefore it is charged to capital account, and not to revenue. Of course, it necessarily comes out of the balance at the bankers, but as a matter of account it appears in our balance-sheet as a deduction from the debt of the society of £20,000, now reduced to £19,000. I think that is as much as I can say which would be at all intelligible in a public meeting, and if Mr. Phillimore still feels a difficulty, our professional accountant is here, and he would gladly, in the next room, give him any explanation he requires. If that is not satisfactory, I should wish that he should have an opportunity of stating to the meeting at a later period any difficulty he may still feel with regard to that particular item. I think he will find that the professional accountant will satisfy him completely, if I have not succeeded in doing so.

The PRESIDENT: The chairman of the Finance Committee has referred to me with regard to the item, "Entertainments after each examination, £505 6s." Of course I am, as president, responsible for that during the year, and I have been glad to gather here distinguished guests and representative men, because I think it is good for the society and good for the profession. I can sum up in a nutshell the principle upon which I have acted. One of our most popular and respected judges in saying "Goodbye" to me the other evening, said, "These meetings are good for the bench, good for the bar, good for solicitors, and they are very good for the public." That is the line I have adopted during my year of office, and I hope it will not be disapproved of.

Mr. C. FORD (London) asked what was the permanent interest the students were acquiring in the premises of the society. It was shewn on the account that the whole of the receipts from the town members had been expended in law and parliamentary expenses alone. It was perfectly clear from the accounts that since 1877 very large amounts had been paid off the mortgage debt. In 1887 the Solicitors Act was passed, and section 8 said that the students' fees were to be treated exclusively for the benefit of the students. They all knew that that had not been the case. Only recently the fees had been pitchforked into the general funds and gone to support the general purposes of the society. Some had gone to the mortgage debt, and, in fact, students were acquiring a permanent interest in the property.

Mr. PENNINGTON: I hardly understand the point. I suppose it refers to the question which has been so frequently discussed here as to the proportion of expenses which we ought to charge to the articled clerks' fund. That question has been very fully discussed, and I have endeavoured on several occasions to explain the principle upon which the council have acted. But we have better authority than the council for the mode in which we have kept these accounts; because the question was brought before the Lord Chief Justice and the Master of the Rolls. They entered fully into the subject, and examined the accounts, and came to the conclusion that they were in all respects what they ought to be. Shortly, the point is whether we ought to charge any part of the current expenses, including, of course, a proper sum for rent, against the receipts from articled clerks, and the judges said, Clearly it was not right or proper that the articled clerks should have the opportunity of using this building and receiving instruction and other benefits without making a proper contribution towards our expenses. We have therefore proceeded upon the principle of charging what we consider to be a fair proportion of our expenses, including rent, against the articled clerks' fund.

Mr. FORD asked if the judges decided that the amounts charged were justifiable?

Mr. PENNINGTON: Of course they did not make an arithmetical calculation, but we shewed them an account which gave the proportion of expenses we charged against the articled clerks' fund, and of that they approved.

Mr. PHILLIMORE said he was perfectly satisfied with the explanation with regard to the £1,000. He was not quite so satisfied with the answer about parliamentary expenses, and he thought that when there was any considerable increase in an item reference should be made to it in the report.

Mr. LOWE (London) asked what justification there was for introducing into the account an item for nominal rent. It appeared to him that this imaginary figure led to considerable confusion, because in the report there was the following paragraph:—"An apportionment of the expenditure has been made between the society's fund and the articled clerks' fund, and the result is that, whilst the receipts on the articled clerks' account amounted to £9,159 16s., the charges against that fund amounted to £11,941 19s. 9d." That was not the fact, because if they struck out the figure on both sides of the account the real deficiency was £159.

Mr. PENNINGTON: It is necessary to put on one side of our account a nominal rent. It is necessarily a nominal rent, because no rent is paid. But it must appear on one side of the account in order that we may shew on the other side the proportions in which we charge rent against the different funds.

Mr. LOWE asked why the actual rent should not be put, taking the interest on the mortgage debt for that purpose.

Mr. PENNINGTON: The interest on the mortgage does not represent the rent. Our mortgage will, I hope, very soon be reduced to £1,000. The interest on £1,000 would not represent the rent of these premises. The amount inserted in the accounts is based upon the property tax assessment. It is not a real thing in itself, inasmuch as no rent is paid. It represents the annual value of the premises. We are bound to bring that annual value into the account on one side, because, if we do not, we cannot charge it against the funds which we have to charge in certain proportions with rent.

The accounts were then adopted.

THE COUNCIL'S REPORT.

The PRESIDENT laid before the meeting the report of the council for the year, moving its adoption.

Mr. F. J. EAST (London) drew attention to the paragraphs upon the Public Trustee Bill, the last of which was as follows:—"These Bills provide for the public trustee and trust companies being paid for their services as trustee. A leading provincial law society has recently expressed the opinion that trustees should, as a rule, be at liberty to charge for their services, and the council have this question under their consideration. The recent decisions of *Re Roberts* and *Re Wallis* that a mortgagee cannot charge his mortgagor for professional services rendered by himself in preparing the security or in realizing it, render the consideration of this question more necessary." He would like to see the council a little bolder in their purpose. He thought they ought also to consider the question of the remuneration of executors and administrators. In America and Australia there were certain *ad valorem* scales upon which the remuneration of executors and administrators was based. The effect would be that if similar legislation were obtained, and executors, administrators, and trustees were placed upon a similar basis, there would be a great deal less difficulty in obtaining trustees and also executors. The report put it merely that a provincial society had suggested, &c. He wanted to see the council bolder. If the course he suggested were adopted it would have the effect of destroying officialism, and the more they made commercial men free from officialism the more fully would solicitors participate in their affairs.

Mr. W. M. WALTERS (London) said that everybody was not agreed upon the point. There were two sides to the question. He was not at all pre-

pared to introduce into this country the system that all trustees and executors should be remunerated—to strike at the root of the principle that trusteeship should be primarily voluntary and unpaid. Surely a man should be entitled to look to members of his family to assist him in his business without remuneration. He quite agreed they ought to facilitate arrangements by which trustees should be paid, but it was quite another state of affairs to say that a trustee should be paid whether he liked it or not, or whether the *cestui que trusts* liked it or not.

Mr. EAST: I do not say there shall be legislation to that effect.

Mr. WALTERS: How far will you go?

Mr. EAST said they knew that in some instances the executor was left a very small sum. He hoped the council would kindly consider the matter and take cognizance of the more extended view of the subject. He thought they would really be benefiting the profession in so doing.

Mr. HOWLETT (Brighton) said the question, like many others raised by those outside the council, was brought forward on the assumption that the council had not considered it. The subject and all the different Bills relating to trustees had been thoroughly well considered and discussed by the council and fully thrashed out.

The PRESIDENT said that he had been upon the point of saying that as president, but Mr. Howlett had anticipated him.

Mr. HASTIE thought the members were very much indebted to the council for the rules on the subject of retainers. They were very useful and very accurate, with the exception of rule 7 under special retainers, as follows:—"A special retainer cannot be given until after the commencement of an action or proceeding." On several occasions he had given special retainers before proceedings had commenced. He did not think it would be found to be the general practice that special retainers could not be given until the proceedings had commenced.

The PRESIDENT remarked that that was the rule as laid down by the Attorney-General on behalf of the bar.

Mr. MASON asked how a retainer could be special unless it referred to special business.

Mr. HASTIE: No. You often give a retainer as soon as proceedings are threatened.

Mr. DIBDIN said that had occurred several times in practice, and he thought it was known to everybody that a retainer of that kind was bad.

The matter then dropped, and the report was adopted.

LAW SOCIETY CLUB.

The following motion stood in the name of Mr. JOHN HUNTER (London):—"That the following resolution, passed at the special general meeting held on the 25th of April, 1890, be confirmed—viz., that rules 3 and 4 of the Rules and Regulations of the Law Society Club be altered as follows: Rule 3.—That in lines 3 and 4 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members of the club taking out town certificates. Rule 4.—that in lines 5 and 6 'six guineas' be substituted for 'five guineas' as the subscription to be paid by members who do not take out annual certificates, if they hold any offices in the Supreme Court of Judicature, or reside within ten miles of the General Post Office, in the City of London." He said, however, that he found he must withdraw the notice, as the bye-laws of the club provided that any alteration in the terms of the subscription payable could only be made in pursuance of a resolution passed by the society in general meeting, which resolution must be confirmed at another general meeting held not less than three months and not more than six months after the original meeting. As the resolution was passed on the 25th of April, it could not be confirmed at this meeting, which was only the 11th of July, therefore he must withdraw it.

Mr. C. FORD (London), as a matter of order, asked how it came about that a motion of this kind found its way on to the paper to be subsequently withdrawn. There ought to be a satisfactory explanation.

The PRESIDENT: I do not think it is in order, and I do not allow it to be put. It will have to come up at another meeting.

Mr. PHILLIMORE: What becomes of the original resolution which was passed?

Mr. HUNTER: It is not in force until it has been confirmed.

Mr. FORD asked if this wretched question of the club would crop up again at the next meeting, but was met with cries of "Order," and resumed his seat.

PROPOSED CONVERSAZIONE—THE APRIL MEETING.

Mr. F. K. MUNTON (London) moved, in accordance with notice:—"That having regard to the large accession of members during the last three years, and to the desirability of promoting professional amity, it would be expedient that the council should organize a subscription conversazione or other entertainment, in lieu of the meeting to be held in April next." He said he had attended nearly every general meeting of the society during the twenty-five years he had been a member, and he had derived the greatest advantages in the carrying out of his practice from his becoming in that way acquainted with fellow members of the profession. When he first joined the society the members numbered about 2,000, whereas there were now over 6,000, and if they were to compare the report of 1865 with that of the present time they would see not only how the society had grown in its number of members, but how the executive had risen to the occasion and represented the true feelings of the profession in general. But in order that the council might secure the unity of the whole of the members they ought to do something now and again which would bring every man into the field and shew him that he was at least considered, giving him an opportunity of making the acquaintance of the members of the society in this hall. The present meetings there did not effect that. As a matter of fact, upon these occasions, especially at a busy time of the day, they were not very much disposed to pay attention to the subject of the attainment of professional amity. They had had experience on more than one occasion of conversaziones, concerts, or other entertainments in connection with the society, and they had proved a success. From 1887 to 1890 the society had increased its membership by nearly 1,500, which was a matter of very great importance, and he thought that if some means could be adopted whereby these 1,500 could be brought face to face with the other members of the society and given an opportunity of having a friendly conference, great advantage would accrue to the members and to the profession generally. The turning point of the success of the society was due greatly to the autumn provincial meetings. Those meetings did not go so far as meetings in London would, because it was much easier to get to the metropolis than to provincial towns; but such meetings had gone a long way towards uniting the members of the profession, and, in addition, the papers and discussions had brought the society before the public in such a manner as had never been known previously. A great start was made, and it ought to be supplemented by having occasionally in the hall something in the shape of a conversazione or entertainment at which all members could be present on paying such a sum as would avoid the necessity of the society finding anything out of its funds. Alluding to the suggestion that the conversazione should be in lieu of the April meeting, he said it was upon his motion ten or eleven years ago that the question was first discussed as to whether there should be more than one general meeting, and it had been several times suggested during the last three or four years that both the April and January meetings should be given up. He would strongly oppose giving up the January meeting, but the question of giving up the April meeting could be easily separated if it was thought desirable. The motion he (Mr. Munton) had intended to submit was that for at all events two years the experiment should be tried; but having had the opportunity of conferring with a great many members of the society, he proposed that there should be one experiment, and that the council should simply be asked to organize a subscription conversazione or other entertainment in lieu of the meeting in April. If it were found to be a success it would not only bring the London members together, but induce country members to attend; and the council might be asked, or perhaps they would take the initiative, to organize other conversaziones in lieu of the April meetings. He had ventured to suggest some years ago that there should now and then be an evening meeting; but there were so many members who said it would be entirely undesirable to bring such a question forward, that he had never said anything about it since. But now that the council more thoroughly represented the profession, fewer meetings were needed than when the members were under the impression—rightly or wrongly—that the executive did not go entirely with them. He thought the members could do very well with the January and July meetings and the October provincial meeting.

Mr. H. MARKBY (London) seconded the motion.

Mr. DAY suggested that ladies should be admitted.

Mr. MUNTON said that such matters would probably be considered by the special committee whom he was prepared to nominate.

Mr. FORD expressed his profound astonishment at the motion. A motion for the abolition of the April meeting had been brought on some time since; but it was strongly opposed, and by the casting vote of the chairman it was defeated. Nothing was more beneficial to a corporation of this kind than free and full discussion of its affairs. Let them have any number of conversaziones; but he did object that, under the disguise of a conversazione, there should be introduced the thin edge of the wedge in the direction of closing their mouths. Certainly it was desirable there should be an evening meeting as Mr. Munton had said, and many hundreds of members would come to the evening meetings who would not come in the afternoon. He would move as an amendment that the words "in view of the meeting hitherto held in April" should be left out. They were gradually, slowly but surely, drifting into a state of things in which the society would find itself in the position of the Inns of Court. There the benchers had the full control over everything. The wings of independent members had been cut, because any motion carried in general meeting was merely a suggestion to the council, and if the council did not think it a wise one it went no further. That was a deplorable state of things for a body of professional men, and if they were going to do away with the April meeting that was again a very serious matter. If the April meeting went, in the course of the next few years there would be a proposal for a further conversazione to do away with the January meeting also.

Mr. HASTIE seconded the amendment. He did not think the meeting should carry a resolution of this kind by a side wind. It should be dealt with on its own merits. It would be a very good thing if the London members could entertain the country members, and he hoped the London members would pay for the entertainment as the country members had.

Mr. TODD (London), as a young member of the society, and one who had been prominently connected with the Law Students' Debating Society, said he had found very great advantage in mixing with the members of the two societies, observing that he had made friendships which had been of the greatest service to him in his profession. He contrasted the feeling that existed between solicitors opposed to each other in professional matters with the good feeling that was the rule in similar circumstances at the bar. He was in favour of getting rid of the April meeting, which existed principally for the benefit of faddists.

Mr. PHILLIMORE said he was perfectly indifferent about the conversaziones, but he did not think they would be of the same value in London as in the provinces, and feared they would fall through. But he strongly deprecated the attempt to get rid of the April meeting. He was told that the April meetings were meetings of faddists, but he believed several important resolutions had been passed at them, and before a meeting was so

described the speaker ought to bring forward a few statistics and examples of the fads dealt with. He thought the faddists were quite as numerous at the January and at the annual meetings. Mr. Munton had also alleged that since the April meeting was first instituted the council had got into touch with the profession, and that was the reason for doing away with it, leaving it to be the inference that it was in consequence of having this April meeting, and of the council thus meeting with the profession at large, that they had so got into touch with them. Therefore this was a very good reason for maintaining it, so that the members and the council might remain in touch with each other for the future. If the meeting were abolished he feared the time was not far distant when, on Mr. Munton's theory, they would get out of touch again, and it would be necessary to agitate for the meeting to be restored. If the conversaziones were appreciated they could be continued, and then it would be soon enough in a year or two's time to consider as to the April meeting.

Mr. J. Walter (London) did not object to conversaziones, but the abolition of the April meeting was quite another thing. He would cordially support the amendment.

Mr. R. Ellett (Cirencester) spoke from the point of view of the country members. He said it was a very great tax upon their time to attend at frequent meetings in London. It meant often the giving up of an entire day, and the travelling of upwards of a couple of hundred miles. There were those who regularly came to these meetings four times in the year, because they thought it their duty to be present. And he might point out that at these meetings resolutions went forth as an expression of the opinion of the members of the society. If the country members were unable to be present at these meetings, it might well be that expressions of opinion might go forth as the opinions of the society with respect to which the country members had had no fair opportunity of expressing their views. He appealed to the experience of those present whether, during the last two or three years, it had not been found that all the discussions that had been necessary or useful could have as well taken place at the meetings which would remain even if the April meetings were discontinued. He certainly had formed a very strong opinion, after having made it a point to attend all these meetings, that it was unnecessary in the interest of the society to hold so many meetings. But Mr. Munton's proposal was not that they should give up the meetings which they now held, it only asked that on this one occasion in April there should be a conversazione substituted. Had anyone in the meeting an idea that there was business pending for the next April meeting so important that any harm would come if a conversazione were held instead? He was at a loss to conceive what the objection could be to the experiment Mr. Munton asked them to try. If it were not successful, and if hereafter it should be found that there was a necessity for the April meeting, he would pledge himself to vote for its restoration.

Mr. Gray Hill (Liverpool), as a country member, quite agreed with the views expressed by Mr. Ellett. He had attended a great many of these meetings and had never opened his mouth, not because he did not want to speak, but because he thought time was sufficiently taken up by others. He would say, let us have the conversazione and continue the April meeting also, upon the understanding that those gentlemen who had spoken more than three times at the meeting held previous to April should not address the April meeting.

Mr. Lowe was strongly in favour of continuing the April meeting. But for the meeting last April the present meeting would probably go on till six o'clock, and the agenda would have been crowded with the very resolutions to which some of the speakers had taken objection. Having mentioned some of the useful resolutions passed at the April meetings, he reminded the meeting that a kind of conversazione took place every year in London—namely, a dinner, that of the Solicitors' Benevolent Association—which afforded an excellent opportunity of members meeting.

Mr. East supported the amendment. He believed, honestly, that there were important questions which might very well engage the attention of members of the society. The meetings had often been taken up, he must admit, by so-called fads, but ought not the members to get rid of the fads? The charter should be altered so that the members might be able to discuss matters and have standing committees on certain subjects, something after the style of the London County Council. Reports were submitted to the members which revealed a great amount of work done by the council, but it seemed to him that it was very difficult to urge upon the council the needs of the profession upon many points which they might with great profit take up and consider. The country members did not attend these meetings in anything like representative numbers. They were held at two o'clock, and the question was whether they would not with much more advantage be held at four, five, or six. He urged the mover of the resolution to accept the alteration suggested by the amendment.

The amendment was negatived, twenty-one votes begin given in its favour and fifty-four against.

The original motion was then agreed to.

Mr. Ford: Will that motion be brought forward for confirmation?

Mr. W. M. Walters: That depends upon whether the council will approve of it.

Mr. Ford: Can they vote for it?

Mr. Walters: The council have only voted as individuals.

The President: I do not think we need go into that now.

Mr. Munton moved that if the foregoing resolution be adopted by the council under rule 8 of bye-law 18a, a special committee of sixteen members be appointed, seven ordinary members and seven members of the council, with the president and vice-president *ex officio*, with a view to inquiry and report to the general meeting in January next. He said that under rule 8 of bye-law 18a the resolution would either have to be brought before a general meeting or the council would have to assent to it, and as he was very pleased to see that the council had, in their private capacity, voted for the resolution, practically he might take it that the council did assent to it. Perhaps he would be in order in proposing the committee to-day, but if there was any difficulty he would propose that the council should appoint it.

Mr. Ford rose on a point of order. He submitted that Mr. Munton was assuming that the council were going to accept a motion, and on that bare assumption he proposed a further resolution.

The President: If you object that cannot be done. I understood that if the meeting desired it Mr. Munton would go on, but of course if it is objected to that must wait.

Mr. Phillimore pointed out that at the January meeting Mr. Lowe had brought forward a resolution with regard to the abolition of certificate duty, and after he carried his motion he had wished to suggest the names of the committee, but the president had ruled him out of order, as he had given no notice of such a resolution, and that the committee could not be nominated.

The President: It is not being nominated.

Mr. Munton withdrew the motion as it stood, but moved a resolution to the effect that if the foregoing resolution be adopted by the council they shall report to the general meeting to be held in January.

Mr. Ford rose to order. It was entirely at variance with the rules of debate that Mr. Munton should bring forward this resolution.

The President said it was not strictly in order.

Mr. Munton said that in any case he would withdraw it, because he understood there were sufficient powers to carry it into effect without.

Business in the Chancery Division.

Mr. Munton moved, in accordance with notice: "That, referring to the appointment in January last of a committee of the society to confer with the Bar Committee upon the best mode of facilitating the dispatch of business in the Chancery Division, the council be empowered to forward to the proper authorities any report made by the committee so appointed." Assuming that the committee agreed to resolutions which the council thought it would be desirable to send to the authorities directly, it was very undesirable that it should be necessary to defer the matter until after the Long Vacation.

Mr. Mason seconded the motion, which was agreed to.

County Courts.

Mr. Ford moved, in accordance with notice: "That the interests of the public require the repeal of so much of section 72 of the County Courts Act, 1888, as prohibits the solicitor of a suitor from retaining another solicitor to appear in a county court as an advocate for the suitor." Personally he had not the slightest interest in the matter. It was the commonest practice for one solicitor to instruct another, and it was perfectly reasonable. The regulation with regard to the county courts unquestionably emanated from the bar. He thought it was a very unfair thing that a professional man should be placed in the position of having to arrange with some other solicitor in a country town to appear for the solicitor acting for a client, and he brought the motion forward purely on public grounds. The bar would be opposed to any alteration, and quite recently, in the report of the Bar Committee, an opinion had been expressed that it was a most irregular and improper practice for the solicitor to retain another. It was for the society to declare that such a state of things ought to come to an end.

Mr. C. T. Saunders (Birmingham) seconded the motion. The subject had been thoroughly discussed by the council and also by the outside committee, composed partly of members of the council and partly of members outside. It had met some time ago to consider the reforms required in the county court system. The outside committee had decided in favour of this recommendation, and also in favour of another recommendation—namely, that the solicitor appearing in a county court case should be able to follow it in the Court of Appeal. That recommendation had not been adopted by the council, but the recommendation now moved by Mr. Ford had been adopted, and it was pressed upon the committee before whom the Bill went. The Attorney-General, in the interest of the bar, had moved its rejection, and it was rejected. But the subject was one of considerable importance in the country. It was not always that a practitioner felt himself competent to conduct a case. If he had a junior partner so qualified, no difficulty arose; but it was frequently otherwise, and very often there was not a bar in the locality, and the barrister had to be brought from a considerable distance. Apart from that, the case might be of a very trifling kind, involving a small amount, and it might not stand a brief to counsel. The object of the County Courts Act was to minimize the expense in small transactions to the client. The county court judges had gone to the extent now of preventing an articled clerk from appearing. There could be no question, as a matter of public policy, apart from the interest of the country profession, that such a state of things should be altered. The council had done all in their power with this object, and he felt bound to support the resolution.

The motion was carried with two dissentients.

Thanks to President.

Mr. Munton moved a vote of thanks to the President, not only for presiding, but for the very cordial manner in which he had conducted the business of the office of president during his year. For cordiality and individual attention to the interests of every member of the profession it had been a red-letter year for the society.

The motion having been carried with acclamation,

The President briefly returned thanks, and the proceedings terminated.

Report of the Council.

We continue our extracts:—

Commissioners for Oaths.—The attention of the council was called to, and their opinion asked upon, the reported *obiter dictum* of one of the

judges of the Supreme Court in a recent case, in which his lordship, after observing that the affidavits before him were not read over in the commissioner's presence, and that he took no means to ascertain whether he knew to what the deponents were swearing, said it was the duty of a commissioner before he administers an oath to satisfy himself that the witness thoroughly understands to what he is going to swear, and that the commissioner should not be satisfied by anyone but the witness himself. The council prepared a statement which they issued to their members and published in the newspapers, in which they expressed the view that (subject to the exception contained in ord. 38, r. 13, of the Rules of the Supreme Court, 1883, as to blind and illiterate deponents), all a commissioner is required to do is to see that the deponent is apparently competent to depose to the affidavit, and that he knows that he is about to be sworn by the commissioner as to the truth of the statements it contains, and that the exhibits (if any) are the documents referred to. The entire responsibility for the contents of the affidavit rests, in the opinion of the council, with the deponent and the solicitor who prepares it. It is obvious that it would be impossible for the commissioner to determine whether the deponent understood every statement made in the affidavit, unless he himself had read it to the deponent, and had himself mastered the facts of the case. Such a course would, in the opinion of the council, be impracticable, and beyond what they consider to be the duties of the commissioner. In all cases in which oaths are administered by officials of the court, and official persons other than solicitors holding commissions, no such course as that now suggested has ever been adopted. It may be stated in general terms that what is required of the person administering the oath is to ascertain that the deponent is actually in his presence, by inquiring whether the signature to the affidavit before him is the name of the deponent and is in his own handwriting; and if the answers are in the affirmative the oath is administered. The council also expressed the following opinion in answer to an inquiry—viz., that it is not the duty of a commissioner to mark annexed documents unless called upon to do so, in which case he is entitled to a fee of 1s. for marking each document. The commissioner cannot have any knowledge of such documents without reading the affidavit, which he is not required to do.

Distress for Rent: Bailiff's Fees.—Under the decision in *Coode* v. *Johns*, the percentage on levying distress for rent was held to be payable to the landlord, and not to the bailiff who executed the distress. This decision has been reversed by the recent case of *Phillips* v. *Rees* (38 W. R. 53). The result is, that whilst the landlord remains responsible for the regularity of the distress (in other words, for the conduct of the bailiff), he can recover nothing from the tenant in respect of his expenses (other than the specific matters mentioned in the schedule to the rules under the Distress for Rent Amendment Act, 1888), and yet the bailiff, as regards whose employment the landlord has in many cases no choice, is to receive a considerable percentage, which in many cases will exceed any reasonable remuneration for his services. The council drew the attention of the Lord Chancellor to this matter, and pointed out that, as the bailiff is still in law the agent of the landlord, and is entitled, irrespective of the Act or rules, to receive from him reasonable remuneration, it seemed that justice and convenience would be alike promoted by directing payment of the percentage to the landlord, and leaving the remuneration of the bailiff to be settled between them. It was also observed that, unless some step were taken in this direction, the landlord would often be placed in a most unfair position. The bailiff would not be placed at a disadvantage, inasmuch as he is under no obligation to undertake a distress, and is able to stipulate for such remuneration as he may think adequate. It was therefore suggested to the Lord Chancellor that a new rule ought to be made directing that the expenses mentioned in the schedule to the existing rules should be payable to the landlord.

County Court Rules.—The council are in communication with the Lord Chancellor and the secretary to the County Court Commision on this subject, and expect that the Rule Committee of County Court Judges will shortly meet some representatives from the council for the purpose of discussing the points in the rules which the council consider require amendment, all of which have already been published in the reports of the society. The committee appointed last year to consider the suggestion as to a central issuing office and a central court for the trial of metropolitan remitted cases are collecting statistics, and do not propose to present their report until after the long vacation.

Bankruptcy Bill, 1890.—The council considered this Bill, and came to the conclusion that its main object appeared to be still further to discourage, and practically to prevent, private arrangement between debtors and their creditors, that the creditors and the debtor were the only persons having any pecuniary interest, and, if they desired to distribute the assets promptly and inexpensively, it was difficult to understand why they should not be at liberty to do so, especially as the law gave no power for a majority of creditors to bind a minority, however small the minority might be. Amongst other provisions, the council also objected (1) To the proposed extension of the duration of an act of bankruptcy to six months; (2) To the reduction of the petitioning creditor's debt to £20; (3) To the removal of the restrictions of the Act of 1883, which preclude the official receiver from acting as trustee; (4) To the stringency of the penal clauses of the Bill. The council procured notice to be given of amendments for giving effect to their views, and communicated with Sir A. Rollit and other members of Parliament on the subject. So far as the Bill has proceeded, effect has been in a large measure given to their suggestions. The council is much indebted to Sir A. Rollit, the member having charge of the Bill, for the great assistance which he has rendered to them in the matter.

Bankruptcy Rules, 1890.—Under these rules, a clerk to an official receiver is enabled to take part in the public examination of a debtor, and to act for an official receiver in any examination before the court under section 27 of the Bankruptcy Act, 1883, and on any unopposed applications to the court. Communications were addressed to the Lord Chancellor and the Board of Trade, in which the council expressed a strong opinion that the provision was on principle objectionable, and calculated to work unsatisfactorily; and they asked that it should be reconsidered, on the grounds that it is contrary to the public interests and the intention of the Bankruptcy Act that official receivers should be empowered to delegate important parts of their official duties, especially to clerks of whose fitness no guarantee is afforded, and that the provision requiring the leave of the court to be obtained was inadequate to prevent the possible abuse of the practice referred to. A reply, in which it was understood the Lord Chancellor concurred, was received from the Board of Trade to the effect that the board were entirely in accord with the council in strongly deprecating an undue delegation of the more important duties of an official receiver, such as the conduct of a public examination or an examination under section 27. The rule was, they stated, framed solely to meet sudden emergencies, and it would still be necessary for the official receiver to submit to the Board of Trade the name and qualifications of any clerk proposed as his substitute, and that care would be taken to limit the authority of the board to those exceptional circumstances, and, further, to cases in which such delegation was not inconsistent with the public interest.

Bankruptcy Searches.—In July, 1888, the council called the attention of the Board of Trade to the subject of the protection to purchasers for value against the secret title of trustees in bankruptcy, and the difficulty of effectual searches under the present system. The council urged upon the Board of Trade the necessity for legislation providing that a bankruptcy should not affect a purchaser for value without notice until after registration, and that an official certificate of search should, as in other official registers, be given, so as to protect both solicitors and purchasers from loss. In the meantime they urged that the utmost possible facilities should be given to intending purchasers and mortgagees for searches against bankruptcies under the present system. A letter was subsequently received from the Board of Trade to the effect that the first volume of a lexicographical index to all bankruptcies for the five years ending December, 31, 1888, was completed. On inspection of the new index in Portugal-street, it was found that it enabled a searcher in a few seconds to ascertain whether any person of a given address had been bankrupt at that address between January 1, 1883, and January 1, 1889, either in London or in the country. The council thanked the Board of Trade for the facilities thus afforded, and at the same time reiterated their opinion that an arrangement for an official search was desirable, and that further legislative provisions were still necessary for the protection of purchasers without notice. The council have much satisfaction in reporting that the new index in the Search-rooms in Portugal-street is being kept up as to London bankruptcies daily, and, as to country bankruptcies, twice a week after the issue of each *London Gazette*. The new index is a continuation of the five years' index, 1883 to 1888. It is stated that the eighteen months, January 1, 1889, to June 30, 1890, will probably be bound up in a separate volume, and the future index continued. It will doubtless be felt that the results thus attained are valuable, although there is not yet any provision for official searches, nor for the protection of solicitors who trust to the new index.

Attendances of Members of the Council.

Attendance of Members of the Council from 17th April, 1889, to 14th April, 1890.

	Council.	Committee.		Council.	Committee.
Mr. Addison	28	27	Mr. Mills	31	47
,, Bristow	26	19	,, Morrell	10	14
,, Broomhead ...	6	—	Sir Rd. Nicholson ...	1	—
,, Budd	15	4	,, Thos. Paine ...	30	23
,, Clabon	13	2	,, H. W. Parker ...	24	42
,, Cooper	4	2	Mr. Pemberton ...	22	3
,, Cunliffe	27	51	,, Pennington ...	35	131
,, Dees	2	—	,, Roscoe	34	60
,, Ellett	22	16	,, Saunders	10	32
,, Follett	10	—	,, Walters	30	47
,, Fowler, H. H., M.P.	5	—	,, Waterhouse ...	18	40
,, Frere	28	4	,, Williams	28	44
,, Freshfield	3	3	,, Wing	14	20
,, Godden	32	32	,, Cleaver	2	1
,, Gregory	18	20	,, Dryland	6	1
,, Hollams	18	6	,, Francis	6	10
,, Howlett	21	7	,, Heelis	9	4
,, Hunter	29	66	Sir Thos. Martineau...	7	—
,, Janson	16	3	Mr. Meade King ...	4	1
,, Jevons	—	—	,, Nelson	—	—
,, Keen	36	112	,, Tozer	2	1
,, Lake	34	129	,, Vachell	—	1
,, Lawrence	13	4	,, Woodhouse ...	9	3
,, Manisty	24	24	,, Davis*	3	—
,, Margetts	16	10	,, Daw*	1	—
,, Markby	25	53	,, Ellis*	7	—
,, Marshall	5	3			

* Retired in Oct., 1889.

Sir Henry James returned last week to the House of Commons for the first time since his severe illness. On entering the House he was received with general cheering. Sir Henry looks better than he has done for some years.

LEGAL NEWS.

OBITUARY.

Mr. John Leonard Bell, solicitor, of Bourn, died on the 1st inst. Mr. Bell was the son of Mr. William David Bell, solicitor, of Bourn, and he was a first cousin of Mr. Justice Lawrence. He was admitted a solicitor in 1853, having been articled to his father, on whose death, in 1857, he was appointed clerk to the Bourn Board of Guardians, superintendent registrar, and registrar of the Bourn County Court (Circuit No. 20). He had a large private practice, and he was also steward of the Manor of Bourn Abbots, clerk to the Bourn Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, clerk to the Bourn Burial Board, solicitor and secretary to the Bourn Gas Co., and clerk to the Bourn, Bytham, and Corby School Boards.

Sir Edwin Chadwick, K.C.B., died at his residence, Park-cottage, East Sheen, on the 5th inst., in his ninety-first year. Sir E. Chadwick was the son of Mr. James Chadwick, of Manchester, and was called to the bar at the Inner Temple in Michaelmas Term, 1830. He was appointed an Assistant Poor Law Commissioner in 1832, and in 1834 he was appointed secretary to the Poor Law Board. He was one of the earliest labourers in the field of sanitary reform, and from 1848 till 1855 he was a commissioner of the General Board of Health. He was created a Civil Companion of the Order of the Bath in 1848, and a Civil Knight Commander of the same order in 1879. Sir E. Chadwick was buried at the Mortlake Cemetery on the 9th inst

Sir Croker Barrington, Bart., died at Dublin on the 4th inst., at the age of seventy-three. Sir C. Barrington was the second son of Sir Matthew Barrington, Bart., and was educated at Trinity College, Dublin. He was admitted a solicitor in Ireland in 1841, and he carried on for many years a large practice at Dublin. He was formerly solicitor to the Great Southern and Western Railway Co., and Clerk of the Crown for the county of Limerick. He retired from practice in 1872, when he succeeded to the baronetcy on the death of his elder brother, Sir William Hartigan Barrington. Sir C. Barrington was a magistrate and deputy-lieutenant for Limerick, and he was high sheriff of that county in 1879. He was married in 1845 to the daughter of Mr. Beatty West, and he had been for many years a widower. He leaves three sons and three daughters.

Dr. Alfred Waddilove, advocate and barrister, died on the 8th inst., in his eighty-fifth year. Dr. Waddilove was the fourth son of Mr. John Waddilove, of Thorpe, Yorkshire, and was educated at Trinity College, Oxford, where he proceeded to the degree of D.C.L. He was admitted a member of the College of Advocates in 1839, and he was called to the bar at the Inner Temple in Michaelmas Term, 1841. Before the abolition of the Ecclesiastical Courts he had a good business in Doctors'-commons, and he was till recently official of the Archdeaconry of Middlesex.

APPOINTMENTS.

Mr. David Boyle Hope, advocate, has been appointed Sheriff of the counties of Dumfries and Galloway.

Mr. George Vaughan Hart, barrister, has been appointed Counsel to the Attorney-General for Ireland.

Mr. Edward Blackburn, solicitor (of the firm of Blackburn & Main), of Carlisle and Haltwhistle, has been appointed to the Registrarship of the Haltwhistle County Court, in succession to Mr. J. B. Lee.

CHANGES IN PARTNERSHIP.

Dissolutions.

Harry Haydn Bartlett and Frank Pellatt Sutthery, solicitors (Bartlett & Sutthery), Dock House, Billiter-street, London. June 18.

George Gregg Fisher and Thomas David Ruddock, solicitors (Fisher & Ruddock), Huddersfield. July 7. [*Gazette*, July 15.

GENERAL.

The Court of Chancery of Lancaster Bill was read a third time in the House of Lords on Wednesday.

Mr. Justice Vaughan Williams and Mr. Justice Lawrance will be the Long Vacation judges.

On Wednesday the Duke of Clarence and Avondale laid the memorial-stone of the new courts of justice at York.

In moving the second reading of the Supreme Court of Judicature (Procedure) Bill in the House of Lords on the 10th inst., Lord Herschell said that one of the changes it proposed to make affected cases tried by a judge without a jury. At present questions of law which arose in such cases went at once to the Court of Appeal, whilst in cases that were tried by a jury any question of law went first to a divisional court, and only if its decision were appealed against to the Court of Appeal. A double appeal in cases of that description caused very considerable expenses to the parties and also some amount of delay. The Bill proposed that cases tried with a jury should go direct to the Court of Appeal instead of passing through a divisional court. The Court of Appeal had lately got so well forward with its work that it had been able at times to assist the Queen's Bench Division, and he therefore thought that the Court of Appeal would be able to deal satisfactorily with the additional work the Bill might throw upon it. Another clause of the Bill enabled certain cases which now could be heard only by two judges to be heard by one judge, still reserving the right of appeal to the Court of Appeal. Lord Esher said he did not object to the first clause of the Bill, but he had strong objections to some of its further provisions. They would not satisfy anyone, and there were a dozen other matters of much more importance calling for attention. It would not be agreeable to the House if he were now to speak of them, and he would therefore content himself by giving notice that that day week he would call the attention of their lordships to certain alleged defects in the administration of the law, and would ask her Majesty's Government whether they would grant a special commission to inquire into those alleged defects and to propose remedies for such as might be found to exist. The Lord Chancellor said that he heartily approved of the main principle of the Bill, but thought that it required amendment in various particulars. The Bill was read a second time, and was referred to the Standing Committee on Law.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, July 21	Mr. Jackson	Mr. Pugh	Mr. Lavie
Tuesday 22	Clowes	Beal	Carrington
Wednesday 23	Jackson	Pugh	Lavie
Thursday 24	Clowes	Beal	Carrington
Friday 25	Jackson	Pugh	Lavie
Saturday 26	Clowes	Beal	Carrington
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July 21	Mr. Rolt	Mr. Ward	Mr. Godfrey
Tuesday 22	Farmer	Pemberton	Leach
Wednesday 23	Rolt	Ward	Godfrey
Thursday 24	Farmer	Pemberton	Leach
Friday 25	Rolt	Ward	Godfrey
Saturday 26	Farmer	Pemberton	Leach

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Edwards.—July 10, at 6, Templeton-place, Earl's-court, S.W., the wife of W. G. A. Edwards, solicitor, of a son.

Sim.—July 13, at Leintwardine House, Herefordshire, the wife of A. Coysgarne Sim, barrister-at-law, of a daughter.

Willcocks.—July 15, at 21, Stafford-terrace, Kensington, the wife of William K. Willcocks, of the Middle Temple, barrister-at-law, of a son.

Wyatt.—July 13, at Hartfold Manor, Wisborough-green, Sussex, the wife of John Arthur Penfold Wyatt, barrister-at-law, of a daughter.

MARRIAGES.

Gurner—Bennett.—July 3, at South Kensington, Henry Edward Garner, M.A., of the Middle Temple, barrister-at-law, to Eva Isabel, younger daughter of the late John Baxter Bennett, of Melbourne.

Neville—Henderson.—July 16, at Chelsea, Reginald James Neville, of the Inner Temple and South-Eastern Circuit, barrister-at-law, to Ida, fourth daughter of Lieut.-Col. Sir Edmund Y. W. Henderson, K.C.B., R.E., late Chief Commissioner of the Metropolitan Police Force.

DEATHS.

Boughey.—July 14, at Glencairn, Ealing, William F. F. Boughey, Esq., barrister-at-law, aged 75

Clayton.—At Chesters, Northumberland, John Clayton, Esq., aged 93.

Fitch.—July 16, John Henry Fitch, of 13, Union-street, Southwark, solicitor, aged 77.

WINDING UP NOTICES.

London Gazette.—Friday, July 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

Aboukir Bay Treasure Recovery Co, Limited—Petn for winding up, presented July 7, directed to be heard before North, J, on Saturday, July 19 Bennett & Leaver, Bishopsgate st, solors for petner

Bristol Joint Stock Bank, Limited—Kay, J, has, by an order dated June 26, appointed Mr Edward Thomas Collins, 39, Broad st, Bristol, to be official liquidator

David Stoker & Sons, Limited—Petn for winding up, presented June 5, directed to be heard before Kay, J, on Saturday, July 19 Styer, Threadneedle st, solor for petner

Hope Iron, Steel, and Tin-plate Co, Limited—Petn for winding up, presented July 10, directed to be heard before North, J, on July 19 Field & Co, Lincoln's inn fields, agents for Smith & Co, Birmingham, solors for petners

Metal Recovery Co, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Grant, 72, Bishopsgate st Within Thursday, Aug 7, at 12, is appointed for hearing and adjudicating upon the debts and claims

South Vogelstruis Gold Co, Limited—Creditors are required, on or before Friday, Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Horace Woodburn Kirby, 19, Birchin lane Friday, Nov 7, at 12, is appointed for hearing and adjudicating upon the debts and claims

The London Publishing Syndicate, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to W B Keen, 3, Church ct, Old Jewry

The Plas-yn-Rhos Mining Co, Limited—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Robert Jones, 30, North John st, Liverpool

County Palatine of Lancaster.

Limited in Chancery.

Hanley and Bucknall Coal Co, Limited—Petn for winding up, presented July 8, directed to be heard before Bristowe, VC, at the Assize Courts, Strangeways, Manchester, on Monday, July 21, at 10.30 Sale & Co, Manchester, solors for petners

New Broadfield Spinning and Manufacturing Co, Limited—By an order made by Bristowe, V.C., dated June 30, it was ordered that the voluntary

winding up of the company be continued Miller & Co, Liverpool, solors for the petnrs

FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

AMICABLE AND BROTHERLY BENEFIT SOCIETY, Golden Lion Inn, Bourne, Cambridge July 8

London Gazette.—TUESDAY, July 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY IMPROVED BREAD CO, LIMITED.—Chitty, J, has, by an order dated May 19, appointed Theodore Brooke Jones, 70, Gracechurch st, to be the official liquidator Reynolds, West Smithfield solor

DOUSE'S PATENT FIRE CHECK CO, LIMITED.—Petn for winding up, presented July 10, directed to be heard before Stirling, J, on July 26 Harman, Great Portland st, solor for petnr

INDUSTRIAL ASSURANCE CO OF GREAT BRITAIN, LIMITED.—Creditors are requi ed on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to James Hynd and William Barclay Peat, Royal Exchange, Middlesborough Thursday, July 31, at 12, is appointed for hearing and adjudicating upon the debts and claims

LANDED ESTATES AGENCY, LIMITED.—By an order made by North, J, dated July 5, it was ordered that the agency be wound up Paterson & Co, Lincoln's-inn-fields, agents for Wilson & Co, Preston, solors for petnrs

NORTH QUEENSLAND SUGAR ESTATES CO, LIMITED—By an order made by Kay, J, dated July 5, it was ordered that the voluntary winding up of the company be continued Stanley & Woodhouse, Abchurch ln, solors for petnrs

SORTRIDGE TIN MINING CO, LIMITED—By an order made by North, J, dated July 5, it was ordered that the voluntary winding up of the company be continued Law & Worssam, Holborn viaduct, agents for Bond & Pearce, Plymouth, solors for petnr

SUFFIELDS, LIMITED—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Joseph Slocombe, 37, Bennett's hill, Birmingham

UNITY GOLD MINING CO, LIMITED—Petn for winding up, presented July 11, directed to be heard before Chitty, J, on July 26 Markby & Co, Coleman st, solors for petnr

WEST CUMBERLAND CONSERVATIVE NEWSPAPER PUBLISHING AND PRINTING CO, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to John Lawrence Paitson, 13, Irish st, Whitehaven

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STANDARD BANK OF MANCHESTER LIMITED—Bristowe, V.C., has fixed Friday, July 25, at 12, at Duchy chmbrs, 2, Clarence st, Manchester, for the appointment of the official liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 8.

BETTS, JOHN, Swansea, Aerated Water Manufacturer. July 26 Jones v Butt, Chitty, J. Robinson & Co, Swansea

DAVIS, ELIZABETH, Marefair, Northampton. Oct 1. Davis v Page, North, J. Markham, Northampton

DUCE, JOHN TAYLOR, Penkridge, Stafford. Aug 4. Keen v Duce, Stirling, J. Surr & Co, Abchurch lane

POWELL, GEORGE HENRY, Twyford, Hants. July 31. Titheridge v Powell North, J. Newman, Cornhill

WILLIAMS, CHARLES RICE, Aberystwith, Doctor of Medicine. July 30. Rowlands v Williams, Stirling, J. Hughes, Aberystwith

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 11.

ABRAMS, KATHERINE GRACE, City rd. Aug 9. Arnould, New st, Lincoln's inn

ANDERSON, THOMAS WILLIAM, Shrubland grove, Dalston, Gent. Aug 26. Jackson & Wright, Lincoln's inn fields

BABSTOW, CHARLES DUFFIN, Whitby, Yorks. Aug 11. W. & E Gray, York

BELL, WILLIAM, Preston, Doctor of Medicine. Aug 4. Beaumont & Rigby, Manchester

BOYCE, JAMES REYNOLDS, Moseley, nr Birmingham, Brassfounder. Aug 26. T. & J. W. Simcox, Birmingham

BRADLEY, MARY ANN, Knottingley, Yorks. Aug 16. Sangster & Coleman, Pontefract

BROCKLESBY, GEORGE, Caistor, Lincs, Tailor. Aug 1. Browne, Caistor

BROWNE, EDWARD, Trinity terr, Ivy rd, Hounslow. Aug 16. Small, Buckingham

BURNUP, JANE, Jesmond terr, Newcastle-upon-Tyne. Aug 31. Arnott & Co, Newcastle-upon-Tyne

BUTTERWORTH, JOSEPH HENRY, Belsize sq, Hampstead, Clerk in Holy Orders. Aug 16. Abbot & Co, Bristol

BUXTON, JANE, Nottingham. Aug 8. Acton & Marriott, Nottingham

COLGAN, ARTHUR, Southampton row, Gent. July 29. Bamford, Gt Portland st

CUBITT, SAMUEL, Aylsham, Norfolk, Farmer. Sept 1. Forster, Aylsham

DAVIDSON, FRANCIS CECIL, Brisbane, Queensland. Aug 18. Burch & Co, Spring gardens

DOTE, THOMAS NEWTON, Heighington, Durham, Gent. Aug 5. Stillman & Booth, Bishop Auckland

DRAYTON, MARY ANNA, Bath. Aug 20. Inman & Co, Bath

EVANS, WILLIAM, Newport, Mon, Engineer. July 21. Evans & Davies, Newport, Mon

FOX, CAROLINE ELIZABETH LANE, Leicester. August 8. Darley & Cumberland, John st, Bedford row

FRANKS, JOHN, Rippingale, Lincs, Farmer. Aug 22. Smith & Co, Horbling and Donington

GILLIARD, JAMES, Old Broad st, Shipping Agent. Aug 23. Beattie, New Broad st

GRIFFIN, IRENE, Northumberland House, Finsbury pk. Aug 20. Pattison & Co, Queen Victoria st

GRIMMETT, SAMUEL, Worcester Pauper Lunatic Asylum, Farm Labourer. Mar 12, 1891. Clarke & Co, Birmingham

HALL, JOHN, High st, Kensington, Fishmonger. Aug 7. Tatton & Son, Lower Phillimore pl, Kensington

HENDERSON, GEORGE WILLIAM, Mansell ter, Green lanes, Wood Green, Gent. Aug 11. Taylor & Taylor, New Broad st

HODGE, HENRY, Kingston upon Hull, Seedcrusher. Aug 1. T. & A. Priestman, Hull

ILIFF, ROBERT, Clipstone, Northampton, Labourer. Aug 8. Nicholson, Market Harborough

LENG, RICHARD, Beverley, Yorks, Engineer. August 14. Whiteing, Beverley

LUNN, GEORGE, Pershore, Worcs, Agricultural Agent. August 20. New & Co, Evesham

MILLS, CHARLOTTE, Sheen, Berks. August 30 B & J C Pinniner, Newbury

MORGAN, FREDERICK HENRY, Mardol, Shrewsbury, Wine Merchant. August 15. Wade, Shrewsbury

NUTHALL, ELLEN, Edith terrace, Fulham. August 13. Chapple & Co, Carter lane

PARSONS, WILLIAM, Worth, Sussex, Proprietor of Thrashing Machines. Sept 1. Head & Sons, East Grinstead

PATON, MARY LESTOCK, Onslow sqr, South Kensington. August 5. Gueostte & Co, Essex st, Strand

PAYNE, ANN, Bexley Heath, Kent. August 10. J & J C Hayward, Dartford

RICHARDSON, JOSEPH, Brookfoot House, nr Brighouse, Halifax, Dyer. August 7. England, Halifax

SANDEMAN, WILLIAM ROBERT HOLMES, St John st, Clerkenwell. August 15. Boulton & Co, Northampton sqr

SHARP, SARAH, Jubilee st, Mile End Old Town, Stepney. Aug 8. Tiddeman, Finsbury sq

SIMCOCK, RICHARD ROBERT, Bolton, Brick Merchant. Aug 30. Watkins & Son, Bolton

SIMM, GEORGE, Wooler, Northumberland, Joiner. Aug 31. Maclagan, Wooler

SKITT, THOMAS, Wolverhampton, Butcher. Sept 15. Riley & Ketile, Wolverhampton

STEVENS, MATILDA ANN, Villa Roger, Monte Carlo. Aug 11. Van Sandau & Co, King st, Cheapside

STOTHERT, JAMES, Wooler, Northumberland, Butcher. Aug 31. Maclagan, Wooler

TAYLOR, EDWARD, University st, Bedford sq, Accountant. Aug 8. Dawes, Rye, Sussex

VENTRIS, NICHOLAS, Rochford, Essex. July 31. Yeilding & Co, Vincent sq, Westminster

WAKEFIELD, HENRY, Jarrow, Durham, Forgeman. Aug 19. Newlands & Newlands, Jarrow, South Shields, and Newcastle upon Tyne

WATTS, Rev THOMAS WILLIAM, Bucklebury, Berks. Aug 11. Law, Manchester

WHITE, ANDREW, Kingston upon Hull. Aug 14. Whiteing, Beverley

WILLIS, WILLIAM, Exeter, Gent. Sept 1. Jerman, Exeter

WILSON, THOMAS, Doncaster, Gent. Aug 25. Palmer, Doncaster

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, July 11.

RECEIVING ORDERS.

ALEXANDER, THOMAS WILLIAM, Balderton, nr Newark upon Trent, Milkseller Nottingham Pet June 24 Ord July 7

BARKER, THOMAS, Halifax, Plumber Halifax Pet July 9 Ord July 9

BEE, JAMES, Woodfold Park Farm, nr Blackburn, Farm Manager Blackburn Pet July 9 Ord July 9

BEQUINOT, E, Lynton st, Bermondsey High Court Pet June 19 Ord July 8

BURN, STEPHEN, Alnwick, Northumberland, Currier Newcastle on Tyne Pet July 9 Ord July 9

COWLEY, CHARLES HENRY, Cardiff, Provision Merchant Cardiff Pet July 7 Ord July 7

DAISLEY, FRANK HOWARD, King's Lynn, Journeyman Baker King's Lynn Pet June 25 Ord July 9

DAVIS, CHARLES, Landport, Millwright in H M's Dockyard at Portsmouth Portsmouth Pet July 7 Ord July 7

DAWSON, EDWARD JOHN, Reading, Factory Operative Reading Pet July 7 Ord July 7

DUNN, WILLIAM, Kingston upon Hull, Cattle Salesman Kingston upon Hull Pet July 8 Ord July 8

FLOWERS, WILLIAM THOMAS, Nechell, Birmingham Tram Conductor Birmingham Pet July 9 Ord July 9

FOLKES, JOHN, Landport, Money Lender Portsmouth Ord June 26

FUNNELL, FREDRICK, Bath, Ticket Writer Bath Pet July 9 Ord July 9

GODDARD, H, late of Walsall, Butcher Leicester Pet April 19 Ord July 9

GRIFFITHS, DAVID, Tipton, Staffs, Hairdresser Dudley Pet July 8 Ord July 8

JACKSON, WILLIAM, Oulton, nr Stone, Staffs, Licensed Victualler Stafford Pet July 7 Ord July 7

JEFFERY, RICHARD, Cheltenham, Grocer Gloucester Pet July 9 Ord July 9

JENKINS, DAVID, Briton Ferry, Glam, Shingler Neath Pet July 7 Ord July 7

JENSEN, MADS, Crumpsall, nr Manchester, Provision Merchant's Manager Manchester Pet July 8 Ord July 8

JONES, OSWALD HENRY, Haddenham, Isle of Ely, late Corn Merchant Peterborough Pet July 9 Ord July 9

KEY, WILLIAM, and HENRY GEORGE KEY, Nottingham Lace Manufacturers Nottingham Pet July 6 Ord July 9

LEWIS, EDWARD SAMUEL, Treorkey, Glam, Pawnbroker Dealer Pontypridd Pet July 4 Ord July 4

LOCK, SAMUEL ARUNDEL, Chancery lane, Insurance Broker High Court Pet May 29 Ord July 7

MOSELEY, JOHN Great Grimsby, late Pork butcher Great Grimsby Pet July 7 Ord July 7

PADBURY, TOM, Castleford, Yorks, Bootdealer Wakefield Pet July 7 Ord July 7

PARRY, ROBERT, Bethesda, Llanllechid, Carnarvonshire, Quarryman Bangor Pet July 8 Ord July 8

PENDELLY, JOHN, Aylesbury, Timekeeper Aylesbury Pet July 7 Ord July 9

PETTITT, FREDERICK WILLIAM, Bury St. Edmunds, Grocer Bury St. Edmunds Pet July 8 Ord July 8

PLOTEKAR, SAMUEL JOSEPH, Whitechapel rd, Mantle Manufacturer High Court Pet July 7 Ord July 7

PLOW, SAMUEL, Hardley, nr Loddon, Norfolk, Cattle Dealer Norwich Pet July 8 Ord July 8

REYNOLDS, GEORGE, Fishguard, Pembs, Innkeeper Pembroke Dock Pet July 9 Ord July 9

SMITH, JOHN CLIFTON, and FREDERICK COOK, jun, King st, Snow Hill. Commission Agents High Court Pet July 7 Ord July 7
STONE, ALFRED, Boyson rd, Camberwell, Provision Merchant High Court Pet July 8 Ord July 8
STRINGER, DAVID, Annette rd, Holloway. Provision Dealer High Court Pet July 9 Ord July 9
TAYLOR, EDWARD, Gloucester, Butcher Gloucester Pet July 9 Ord July 9
TAYLOR, WILLIAM THOMAS, King's Lynn, Plumber King's Lynn Pet July 7 Ord July 7
TUCK, W H, late Cathcart rd, West Brompton High Court Pet April 16 Ord July 7
TURNER, WILLIAM, Brighouse, Yorks, Boot Maker Halifax Pet July 8 Ord July 8
WAGSTAFF, ARTHUR, Bognor, Sussex, Butcher Brighton Pet July 8 Ord July 8
WARD, SAMUEL, Dronfield, Derbyshire, Spindle Manufacturer Chesterfield Pet July 7 Ord July 7
WESTON, ALBERT EARNEST, New Brompton, Kent, late Beer Retailer Rochester Pet July 8 Ord July 8
WILKS, GEORGE, South Shields, Cartman Newcastle on Tyne Pet July 9 Ord July 9
WILLIAMS, CHARLES HENRY, Sutton Coldfield, Warwickshire, Grocer Birmingham Pet July 9 Ord July 9
WYLD, WILLIAM EDWARD, Stockton on Tees, Brush Manufacturer Stockton on Tees Pet July 8 Ord July 8

FIRST MEETINGS.

ANDREWS, THOMAS, Huyton Quarry, Lancs, Contractor July 24 at 3 Off Rec, 35, Victoria st, Liverpool
ASHWORTH, VISCIMUS, Accrington, formerly Underclothing Manufacturer July 22 at 4 County Court house, Blackburn
BARKER, THOMAS, Halifax, Plumber July 21 at 10.30 Off Rec, Halifax
BARNES, WILLIAM PURKINS, Ramsgate, Bootmaker July 18 at 11 Bankruptcy bldngs, Lincoln's inn fields
BARTLETT, THOMAS, Cardiff, Cabdriver July 22 at 11 Off Rec, 29, Queen st, Cardiff
BRIGHTON, RICHARD, Devonshire terr, Notting Hill Gate, late Builder July 23 at 12 33, Carey st, Lincoln's inn fields
BROOMFIELD, ABRAHAM, Merriott, nr Crewkerne, Somerset, out of business July 18 at 3.30 Off Rec, Salisbury
BURN, STEPHEN, Alnwick, Northumberland, Currier July 22 at 3 Off Rec, Pink lane, Newcastle on Tyne
CRAVEN, ALFRED E., Warwick sq, Belgrave rd, Pimlico, no occupation July 22 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
DAVIS, CHARLES, Landport, Millwright in H. M.'s Dockyard at Portsmouth July 28 at 4 166, Queen st, Portsea
DAVIS, RICHARD PERKIN, Birmingham, Silversmith July 22 at 11 25, Colmore row, Birmingham
FOLKES, JOHN, Landport, Money Lender July 23 at 2.30 166, Queen st, Portsea
GODDARD, HARRY, Leicester, Butcher July 21 at 12.30 Off Rec, 34, Friar lane, Leicester
JACKSON, WILLIAM, Oulton, nr Stone, Staffs, Licensed Victualler July 22 at 11.30 Off Rec, Stafford
JENKINS, DAVID, Briton Ferry, Glam, Shingler July 21 at 12 Off Rec, 97, Oxford st, Swansea
JOHNSON, HENRY JESSE, Ashford, Kent, Tobacconist July 19 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
JOHNSON, THOMAS, and ROBERT WILSON, Manchester, Chromo Lithographers July 18 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
KERNS, WILLIAM THOMAS, Haggerstone rd, Boot Manufacturer July 24 at 12 33, Carey st, Lincoln's inn fields
KING, ALBERT, Hastings, Coal Dealer July 26 at 12 Young & Son, Bank bldngs, Hastings
MAYHEW, GEORGE JEREMIAH, and CHARLES DAVID WHITING, Great George st, Westminster, Solicitors July 23 at 11 33, Carey st, Lincoln's inn fields
MOUNT, HENRY, Upper Eythorne, Kent, Saddler July 19 at 2.30 Off Rec, 5, Castle st, Canterbury
NOAH, ROBERT PHILLIPS, Camden rd, Gent July 24 at 11 33, Carey st, Lincoln's inn
PADBURY, TOM, Castleford, Yorks, Bootdealer July 18 at 11 Off Rec, Bond terr, Wakefield
PITMAN, JOHN, Tunbridge Wells, Baker July 18 at 11 24, Railway approach, London bridge
PLOW, SAMUEL, Hardley, nr Loddon, Norfolk, Cattle Dealer July 19 at 12 Off Rec, 8, King st, Norwich
RICHARDSON, JAMES, Wellesley rd, Gunnersbury, Barge Builder July 18 at 12 95, Temple chmbrs, Temple avenue
SMITH, JOHN, Horncastle, Lincs, Cabinet Maker July 21 at 11.15 Off Rec, 4a, High st, Boston
STRINGER, EMILY, Manchester, Licensed Victualler July 18 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
TURNER, ROBERT, late King's rd, Chelsea, formerly Secretary to the Savings Bank for Chelsea July 23 at 12 33, Carey st, Lincoln's inn
TURNER, WILLIAM, Brighouse, Boot Maker July 21 at 11 Off Rec, Halifax
VIRGO, JAMES JOHN, Bradbury st, High st, Kingsland, Leather Seller July 18 at 2.30 33, Carey st, Lincoln's inn
WALSH, WILLIAM, Stamford, Lincs, Printer July 21 at 11 Off Rec, 42, High st, Boston
WESTON, ALBERT EARNEST, New Brompton, Kent, late Beer Retailer July 22 at 11.30 Off Rec, High st, Rochester
WHEELER, WALTER HENRY, Bournemouth, Grocer July 18 at 1.15 Off Rec, Salisbury
WHITLEY, JOHN, Bingley, Yorks, Provision Dealer July 18 at 12 30 Off Rec, 31, Manor row, Bradford
WILKS, GEORGE, South Shields, Cartman July 22 at 2.30 Off Rec, Pink lane, Newcastle-on-Tyne

ADJUDICATIONS.

ALDRIDGE, ANTHONY, Petersfield, Hants, Stonemason Portsmouth Pet April 11 Ord May 6
ALEXANDER, THOMAS WILLIAM, Balderton, near Newark on Trent, Milkseller Nottingham Pet June 24 Ord July 7
ASHWORTH, VISCIMUS, Accrington, formerly Underclothing Manufacturer Blackburn Pet July 4 Ord July 8
ATTFIELD, JAMES, Leicester, Greengrocer Leicester Pet June 30 Ord July 5
BEE, JAMES, Woodfold Park Farm, nr Blackburn, Farm Manager Blackburn Pet July 9 Ord July 9
BROOMFIELD, ABRAHAM, Merriott, Crewkerne, Somerset, out of business Yeovil Pet July 4 Ord July 9
BURN, STEPHEN, Alnwick, Northumberland Currier Newcastle on Tyne Pet July 9 Ord July 9
DAVIES, DAVID GRIFFITH, Birmingham, Hairdresser Birmingham Pet July 4 Ord July 8
DAVIS, CHARLES, Landport, Millwright in Portsmouth Dockyard Portsmouth Pet July 7 Ord July 7
DAWSON, EDWARD JOHN, Reading, Factory Operative Reading Pet July 7 Ord July 7
DUNN, WILLIAM, Kingston on Hull, Cattle Salesman Kingston on Hull Pet July 8 Ord July 8
EKINS, EKIN, Datchet, Bucks, Butcher Windsor Pet June 13 Ord July 7
FINNIS, THOMAS HORNSBY, Walmer, Kent, Innkeeper Canterbury Pet June 2 Ord July 9
FLOWERS, WILLIAM THOMAS, Nechells, Birmingham, Tram Conductor Birmingham Pet July 9 Ord July 9
FUNNELL, FREDERICK, Bath, Ticket Writer Bath Pet July 9 Ord July 9
GRIFFITHS, DAVID, Tipton, Staffs, Hairdresser Dudley Pet July 3 Ord July 3
HOBERN, WILLIAM RICHARD, and JOHN HOBERN, late George yd, Lombard st, Builders High Court Pet March 15 Ord July 5
HUGHES, HENRY, Chatham, Grocer Rochester Pet June 23 Ord July 7
JACKSON, WILLIAM, Oulton, nr Stone, Staffs, Licensed Victualler Stafford Pet July 7 Ord July 7
JENKINS, DAVID, Briton Ferry, Glam, Shingler Neath Pet July 7 Ord July 7
JENSEN, MADS, Crumpsall, nr Manchester, Lancashire, Provision Merchant's Manager Manchester Pet July 8 Ord July 8
JONES, OSWALD HENRY, Haddenham, Isle of Ely, Cambs, late Corn Merchant Peterborough Pet July 9 Ord July 9
KEY, WILLIAM, and HENRY GEORGE KEY, Nottingham, Lace Manufacturers Nottingham Pet July 9 Ord July 9
LEWIS, EDWARD SAMUEL, Treorkey, Glam, Pianoforte Dealer Pontypridd Pet July 4 Ord July 4
LLOYD, JOHN HARRIES, Newport, Mon, Ironmonger Newport, Mon Pet June 23 Ord July 8
MOORE, JAMES, Pilton, Devon, Cattle Dealer Barnstaple Pet June 12 Ord July 8
MOSELEY, JOHN, Great Grimsby, late Pork Butcher Great Grimsby Pet July 7 Ord July 7
MURDOCH, HARRY ARTHUR, Leicester, Slipper Manufacturer Leicester Pet June 13 Ord July 9
NEEDHAM, JOHN, Derby, late Provision Dealer Derby Pet June 25 Ord July 9
PADBURY, TOM, Castleford, Yorks, Bootdealer Wakefield Pet July 7 Ord July 7
PARRY, ROBERT, Bethesda, Llanllechid, Carnarvonshire, Quarryman Bangor Pet July 8 Ord July 8
PETTITT, FREDERICK WILLIAM, Bury St Edmunds, Grocer Bury St Edmunds Pet July 7 Ord July 8
PEVERELL, HENRY, South Shields, Draper Newcastle on Tyne Pet May 28 Ord July 9
PICK, SAMUEL, Sproxton, Leics, Baker Leicester Pet June 27 Ord July 5
PLOW, SAMUEL, Hardley, nr Loddon, Norfolk, Cattle Dealer Norwich Pet July 8 Ord July 8
REYNOLDS, GEORGE, Fishguard, Pembs, Innkeeper Pembroke Dock Pet July 8 Ord July 9
ROBINSON, ELLEN, Norton, Aldingbourne, Sussex, Widow Brighton Pet June 10 Ord July 8
STONE, ALFRED, Boyson rd, Camberwell, Provision Merchant High Court Pet July 8 Ord July 9
TAYLOR, EDWARD, Gloucester, Butcher Gloucester Pet July 9 Ord July 9
TAYLOR, GEORGE, Castle st, Falcon sq High Court Pet March 14 Ord July 8
TAYLOR, WILLIAM THOMAS, King's Lynn, Plumber King's Lynn Pet July 7 Ord July 7
WALLIS, WILLIAM RICHARD, and EDWARD JAMES WALLIS, Gravesend, Builders Rochester Pet June 20 Ord July 5
WARD, SAMUEL, Dronfield, Derbyshire, Spindle Manufacturer Chesterfield Pet July 5 Ord July 7
WELCH, HENRY, Waddesdon, Bucks, Baker Aylesbury Pet July 2 Ord July 9
WESTON, ALBERT EARNEST, New Brompton, Kent, late Beer Retailer Rochester Pet July 8 Ord July 8
WHEELER, WALTER HENRY, Bournemouth, Grocer Poole Pet July 4 Ord July 8
WILKS, GEORGE, South Shields, Cartman Newcastle on Tyne Pet July 9 Ord July 9
WILLIAMS, THOMAS, Nelson, Llanfabon, Glam, General Dealer Pontypridd Pet June 28 Ord July 4
WYLD, WILLIAM EDWARD, Stockton on Tees, Brush Manufacturer Stockton on Tees Pet July 8 Ord July 8

ADJUDICATION ANNULLED.

MUIR, DAVID, Liverpool, out of business Liverpool Adjud March 11 Annul July 7

London Gazette.—TUESDAY, July 15.

RECEIVING ORDERS.

ABBS, ISAAC WILLIAM, Norwich, Painter Norwich Pet July 10 Ord July 10
ADAMS, THOMAS, Keston rd, East Dulwich, Temporary Writer to the Civil Service Commissioners High Court Pet July 9 Ord July 10
ALDERSON, JOB, Goswell rd, Clerkenwell, Butcher's Manager High Court Pet July 10 Ord July 10
ALLIN, JOHN, Little Staughton, Beds, Farmer Bedford Pet July 12 Ord July 12
BURTON, CHARLES, Elthruda rd, Lewisham, Builder Greenwich Pet May 7 Ord July 11
COOPER, HENRY, Leicester, Shoemaker Leicester Pet July 11 Ord July 11
CREED, ALFRED GEORGE, Aberdare, Glam, Bookbinder Aberdare Pet July 12 Ord July 12
DAVIES, JAMES MAELOG, Neath Abbey, nr Neath, Glam, Woollen Manufacturer Neath Pet July 10 Ord July 10
DRABBLE, JOHN, Carlton, Notts, Wheelwright Nottingham Pet June 30 Ord July 11
DRAKE, WILLIAM HENRY, Plymouth, Fisherman East Stonehouse Pet July 12 Ord July 12
ELMER, GEORGE RICHARD, Chelmsford, Butcher Chelmsford Pet July 9 Ord July 9
EVANS, DANIEL, Swansea, Wholesale Butter Merchant Swansea Pet July 12 Ord July 12
GOTTWALTZ, WILLIAM GEORGE, Cardiff, Solicitor Cardiff Pet June 2 Ord July 9
GRAY, WILLIAM, Crofts, Yorks, Inventor Stockton on Tees and Middlesborough Pet June 25 Ord July 9
HARRIS, GEORGE ALBERT, Torquay, Tobacconist Exeter Pet July 9 Ord July 9
ILIFFE, ENOCH, Potterspury, Northamptonshire, Grazier Northampton Pet July 12 Ord July 12
JONES, GRIFFITH, Newborough, Anglesey, Painter Bangor Pet July 10 Ord July 10
JUDKIN, WILLIAM, and FREDERICK VANN, Leicester, Leather Manufacturers Leicester Pet June 11 Ord July 10
KENNELL, FREDERICK JOHN, Cardiff, Milk Vendor Cardiff Pet July 8 Ord July 8
LAMB, JOSEPH, Gt Grimsby, Skipper Gt Grimsby Pet July 9 Ord July 9
LEWIS, MARTHA JANE, Penarth, Glam, Grocer Cardiff Pet July 8 Ord July 8
LITCHFIELD, ISAAC, Ilkeston, Derbyshire, Boot Dealer Burton on Trent Pet July 10 Ord July 10
LLOYD, DAVID, Cardiff, Fitter Cardiff Pet July 10 Ord July 10
MELLOR, GEORGE, Smethwick, Staffs, Accountant Clerk West Bromwich Pet July 10 Ord July 10
NIBLETT, WILLIAM CHARLES, Chancery lane, Barrister at Law High Court Pet June 25 Ord July 9
PARSONAGE, NOBLE, Liverpool, Brewers' Stocktaker Liverpool Pet July 10 Ord July 10
PLUCKROSE, GEORGE, and HENRY OLDREY, Carlton Bridge, Westbourne Park, Builders High Court Pet July 12 Ord July 12
PRIME, HENRY BURTON, Great Yarmouth, Assistant Inspector of Nuisances Great Yarmouth Pet July 12 Ord July 12
ROUND, ARTHUR RICHARD, Melton Mowbray, Insurance Agent Leicester Pet July 10 Ord July 10
SADLER, JOHN, Blackwell, nr Darlington, Durham Farmer Stockton on Tees and Middlesborough Pet July 9 Ord July 9
SALT, CHARLES, West Hartlepool, Steamship Owner Sunderland Pet June 16 Ord July 10
SCOTT, JOHN, Borrowash, Derbyshire, Fitter Derby Pet July 11 Ord July 11
SENDYK, OSCAR, Sydenham Park, Kent, Gent Greenwich Pet May 31 Ord July 11
SEWELL, HENRY, Warwick rd, Kensington, Gent High Court Pet Feb 11 Ord July 10
STOKES, CHARLES, and FREDERICK CHARLES STOKES, Peterborough, Carriage Builders Peterborough Pet July 4 Ord July 12
WAINWADGE, RICHARD, Great Grimsby, Waggon Inspector Great Grimsby Pet July 11 Ord July 11
WATSON, ARCHIBALD, Bessborough st, Pimlico, Financial Agent High Court Pet June 28 Ord July 10
WILLIAMS, HERBERT MICHAEL, Sutherland place, Bayswater, Retired Major in the Middlesex Regiment High Court Pet June 19 Ord July 10
WINTER, ROBERT WILLIAM, Langworth, Lincs, Wheelwright Lincoln Pet July 11 Ord July 11

FIRST MEETINGS.

ABBS, ISAAC WILLIAM, Norwich, Painter July 26 at 11 Off Rec, 8, King st, Norwich
BEASLEY, JOSEPH NOBLE, Sinclair gdns, West Kensington Park, Esq. July 25 at 12 33, Carey st, Lincoln's inn fields
BEE, JAMES, Woodfold Park Farm, nr Blackburn, Farm Manager Aug 12 at 1.30 County Court house, Blackburn
BOWER, JOHN ABIGAIL, Brockley, Kent, Tutor July 23 at 11 24, Railway approach, London bridge
BOWSKILL, THOMAS, Rotherham, Engineer July 23 at 2 Off Rec, Figtree lane, Sheffield
BROWN, JOHN BRAY, Clawton Holsworthy, Devon, Yeoman July 24 at 12 King's Arms Hotel, Barnstaple
COOPER, HENRY, Leicester, Shoe Manufacturer July 24 at 12.30 Off Rec, 34, Friar lane, Leicester
COWLEY, CHARLES HENRY, Cardiff, Provision Merchant July 24 at 12 Off Rec, 29, Queen st, Cardiff

DAISLEY, FRANK HOWARD, King's Lynn, Journeyman Baker July 26 at 12 Off Rec, 8, King st, Norwich
DAVIES, JAMES MAELOG, Neath Abbey, near Neath, Glam, Woollen Manufacturer July 23 at 12 Off Rec, 97, Oxford st, Swansea
DUPUIS, MARIE LOUISE, Brighton, Sussex, Dressmaker July 22 at 2.30 Senior Off Rec, Railway app, London Bridge
FUNNELL, FREDERICK, Bath, Ticket Writer July 23 at 3.30 Off Rec, Bank chmbrs, Bristol
HARRIS, GEORGE ALBERT, Torquay, Tobacconist July 23 at 11 Off Rec, 13, Bedford circus, Exeter
HARRISON, KATIE, Bassett rd, Notting hill, Spinster July 23 at 1 33, Carey st, Lincoln's inn fields
HEGARTY, RICHARD DOMINICK, Seething lane, Provision Agent July 25 at 11 33, Carey st, Lincoln's inn fields
HUGHES, JANE, Malltraeth, Anglesey, Grocer July 24 at 11 30 Court house, Bangor
HUMPHREYS, DAVID, and FREDERICK ERNEST CARTER, Jewin cres, Mantle Manufacturers July 22 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JEFFERY, RICHARD, Cheltenham, Grocer July 24 at 12 Off Rec, 15, King st, Gloucester
JENSEN, MADS, Crumpsall, nr Manchester, Provision Merchant's Manager July 23 at 3 Off Rec, Ogden's chmbrs, Bridge st, Hastings
JONES, GRIFFITH, Newborough, Anglesey, Painter July 24 at 11.45 Court house, Bangor
JONES, OSWALD HENRY, Haddenham, Isle of Ely, late Corn Merchant July 30 at 12.30 Law Courts, New rd, Peterborough
JUDKIN, WILLIAM, and FREDERICK VANN, Leicester, Leather Manufacturers July 23 at 3 Off Rec, 34, Friar lane, Leicester
LANGTON, JOSEPH, Queen Victoria st, Solicitor July 24 at 1 33, Carey st, Lincoln's inn fields
LANGTON, JOSEPH DAVID, Clement's inn, Solicitor July 24 at 1 33, Carey st, Lincoln's inn fields
LEWIS, EDWARD SAMUEL, Treorkey, Glam, Pianoforte Dealer July 23 at 3 Off Rec, Merthyr Tydfil
MOORE, JAMES, Pilton, Devon, Cattle Dealer July 24 at 12.30 King's Arms Hotel, Barnstaple
MANNINGTON, CLEMENT, Market pl, Acton, Coal Merchant July 22 at 11.30 95, Temple chmbrs, Temple avenue
NIBLETT, WILLIAM CHARLES, Chancery lane, Barrister at Law July 22 at 2.30 33, Carey st, Lincoln's inn fields
PARRY, ROBERT, Bethesda, Llanllechid, Carnarvonshire, Quarryman July 24 at 11.15 Court house, Bangor
PARSONAGE, NOBLE, Liverpool, Brewer's Stocktaker July 23 at 3 Off Rec 35, Victoria st, Liverpool
PENGELLY, JOHN, Aylesbury, Timekeeper July 22 at 12 1, St Aldate's, Oxford
PETTITT, FREDERICK WILLIAM, Bury St Edmunds, Grocer July 22 at 12.15 Off Rec, Ipswich
PHIPPS, CAPEL HARRY, late Park pl, of no occupation July 22 at 11 Bankruptcy bldgs, Lincoln's inn fields
POWELL, JOSHUA, Pentre, Ystrad, Glam, Carpenter July 22 at 12 Off Rec, Merthyr Tydfil
RAVENSCROFT, CHARLES SEPTIMUS, Wharfdale st, West Brompton, Manager of a Limited Co. July 23 at 12 Bankruptcy bldgs, Lincoln's inn
ROUND, ARTHUR RICHARD, Melton Mowbray, Insurance Agent July 23 at 12.30 Off Rec, 34, Friar lane, Leicester
SCOTT, JOHN, Borrowash, Derbyshire, Fitter July 25 at 2.30 Off Rec, St James's chmbrs, Derby
SMITH, WILLIAM, Hanover pl, Regent's pk, Builder July 23 at 1 33, Carey st, Lincoln's inn
TAYLOR, EDWARD, Gloucester, Butcher July 22 at 3 Off Rec, 15, King st, Gloucester
TAYLOR, WILLIAM THOMAS, King's Lynn, Plumber July 26 at 12.30 Off Rec, 8, King st, Norwich
THOMAS, THOMAS, Maesteg, Glam, Printer Aug 1 at 10 Off Rec, 29, Queen st, Cardiff
WILLIAMS, THOMAS, Nelson, Llanfabon, Glam, General Dealer July 23 at 12 Off Rec, Merthyr Tydfil

The following amended notice is substituted for that published in the London Gazette of July 8.

HARRISON, HENRY, Leeds, Brass Finisher July 16 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ABBS, ISAAC WILLIAM, Norwich, Painter Norwich Pet July 9 Ord July 10
ALDERSON, JOB, Goswell rd, Clerkenwell, Butcher's Manager High Court Pet July 10 Ord July 10
ANDREWS, THOMAS, Huyton Quarry, Lancs, Contractor Liverpool Pet July 4 Ord July 11
BARKER, THOMAS, Halifax, Plumber Halifax Pet July 9 Ord July 9
BOOTH, JAMES WILSON, Muswell rd, Muswell Hill, Commission Agent High Court Pet June 25 Ord July 7
BOWER, JOHN ABIGAIL, Brockley, Kent, Tutor Greenwich Pet July 1 Ord July 9
COOPER, HENRY, Leicester, Shoe Manufacturer Leicester Pet July 10 Ord July 11
CORRIGAN, JOHN, late of Manchester, Machinist Manchester Pet June 20 Ord July 12
COWLEY, CHARLES HENRY, Cardiff, Provision Merchant Cardiff Pet July 7 Ord July 8
CREED, ALFRED GEORGE, Gadlys, Aberdare, Glam, Bookbinder Aberdare Pet July 12 Ord July 12
DAISLEY, FRANK HOWARD, King's Lynn, Journeyman Baker King's Lynn Pet June 25 Ord July 12
DAVIES, JAMES MAELOG, Neath Abbey, nr Neath, Glam, Woollen Manufacturer Neath Pet July 10 Ord July 10
EVANS, DANIEL, Swansea, Wholesale Butter Merchant Swansea Pet July 12 Ord July 12
GODDARD, H., late of Walsall, Butcher Leicester Pet April 19 Ord July 10
HARRIS, GEORGE ALBERT, Torquay, Tobacconist Exeter Pet July 9 Ord July 9
HARRISON, GEORGE, late of Halifax, Coachbuilder Halifax Pet June 25 Ord July 11
HOSMER, MARY, St Mary Cray, Kent, Widow Croydon Pet March 18 Ord July 10
ILIFFE, ENOCH, Potterspury, Northamptonshire, Grazier Northampton Pet July 12 Ord July 12
JONES, GRIFFITH, Newborough, Anglesey, Painter Bangor Pet July 9 Ord July 10
JONES, LUCRETIA THERESA AMINA, Abbey st, Bermondsey, Oil Merchant High Court Pet June 16 Ord July 10
KENNELL, FREDERICK JOHN, Cardiff, Milk Vendor Cardiff Pet July 8 Ord July 8
LAMB, JOSEPH, Gt Grimsby, Skipper Gt Grimsby Pet July 9 Ord July 9
LEWIS, MATHA JANE, Penarth, Glam, Grocer Cardiff Pet July 8 Ord July 8
LITCHFIELD, ISAAC, Ilkeston, Derby, Boot Dealer Burton on Trent Pet July 10 Ord July 10
LLOYD, DAVID, Cardiff, Fitter Cardiff Pet July 10 Ord July 10
MELLOR, GEORGE, Smethwick, Staffs, Accountant Clerk West Bromwich Pet July 10 Ord July 10
MUNRO, GLANVILLE DEIOS MAY, Bristol, Solicitor Bristol Pet June 14 Ord July 11
NYE, JOSEPH HENRY, Tunbridge Wells, Bookseller Tunbridge Wells Pet June 16 Ord July 8
PARSONAGE, NOBLE, Liverpool, Brewer's Stocktaker Liverpool Pet July 10 Ord July 10
PENGELLY, JOHN, Aylesbury, Timekeeper Aylesbury Pet July 5 Ord July 10
PLOTZKAR, SAMUEL JOSEPH, Whitechapel rd, Mantle Manufacturer High Court Pet July 7 Ord July 7
PRIME, HENRY BURTON, Gt Yarmouth, Assistant Inspector of Nuisances Gt Yarmouth Pet July 12 Ord July 12
RICHARDSON, JAMES, Wellesley rd, Gunnersbury, Barge Builder Brentford Pet July 2 Ord July 8
ROUND, ARTHUR RICHARD, Melton Mowbray, Insurance Agent Leicester Pet July 10 Ord July 10
SADLER, JOHN, Blackwell, nr Darlington, Durham, Farmer Stockton on Tees and Middlesborough Pet July 9 Ord July 9
SCOTT, JOHN, Borrowash, Derbyshire, Fitter Derby Pet July 11 Ord July 11
THOMPSON, ERNEST WILLIAM, Gresham st, Book keeper High Court Pet June 18 Ord July 12
TURNER, WILLIAM, Brighouse, Yorks, Bootmaker Halifax Pet July 8 Ord July 8
WAISTNADGE, RICHARD, Gt Grimsby, Waggon Inspector Gt Grimsby Pet July 11 Ord July 11
WALSH, WILLIAM, Sleaford, Lincs, Printer Boston Pet June 18 Ord July 10
WEINRABE, ABRAHAM MAURICE, Burdett rd, Bow, Wholesale Jeweller High Court Pet June 6 Ord July 7
WHITELEY, ALFRED, Bradford, Worsted Spinner Bradford Pet June 4 Ord July 12
WILLIAMS, CHARLES HENRY, Sutton Coldfield, Warwickshire, Grocer Birmingham Pet July 9 Ord July 10
WINTER, ROBERT WILLIAM, Langworth, Lincs, Wheelwright Lincoln Pet July 11 Ord July 11

ADJUDICATION ANNULLED.

WILLIAMS, ROBERT, Brynpader, Llanfor, Merionethshire, Farmer Wrexham Adjud April 18 Annul June 25

SALES OF ENSUING WEEK.

July 21.—Messrs. VENTOM, BULL, & COOPER, at the Mart, E.C., at 1 o'clock, Leasehold Block of Buildings (see advertisement, this week, p 4).
July 22.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 1 o'clock, Freehold Estates (see advertisement, June 7, p. 11).
July 23.—Messrs. CHARLES & TUBBS, at the Mart, E.C., Freehold and Leasehold Investments (see advertisement, July 12, p. 631).
July 23.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Copyhold Manor of Brightlingsea, and Freehold Marsh Land, Ooze, and Oyster Pits (see advertisement, July 12, p. 631).
July 23.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold, Residential, and Sporting Domain (see advertisement, June 7, p. 13).
July 23.—Messrs. WEATHERALL & GREEN, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, June 21, p. 876).
July 24.—Messrs. BAKER & SONS, at the Mart, E.C., Four Residences (see advertisement, this week, p. 4).
July 24.—C. J. LANGTON, Esq., at the Mart, E.C., at 1 o'clock, Reversions and Freehold and Leasehold Investments (see advertisement, July 12, p. 631).
July 25.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments and Freehold Building Land (see advertisement, this week, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.